

**THE VILLAGE OF DEXTER
VILLAGE COUNCIL MEETING
MONDAY June 11, 2007**

*******7:30pm*******

Dexter Senior Center, 7720 Dexter Ann Arbor Road

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

B. ROLL CALL: President Seta J.Carson P. Cousins S. Keough
 J. Semifero R. Tell D. Fisher

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting Minutes – May 29, 2007 **Page#1-5**
2. Budget Work Session Minutes- May 29, 2007 **Page#7**
3. Budget Work Session Minutes- June 4, 2007 **Page#9-16**

D. PRE-ARRANGED PARTICIPATION:

Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements. (10-minute limit per participant)

None

E. APPROVAL OF AGENDA:

F. PUBLIC HEARINGS

Action on each public hearing will be taken immediately following the close of the hearing

1. Public hearing for the proposed 2007/08 Millage Rate

ACTION ITEM: Consideration of: RESOLUTION TO ESTABLISH 2007/08 MILLAGE RATES

Page#17-18

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2. Public Hearing for

ACTION ITEM: Consideration of: RESOLUTION FOR THE PURPOSE OF ESTABLISHING
WATER, SEWER AND REFUSE RATES EFFECTIVE
JULY 1, 2007 FOR THE VILLAGE OF DEXTER,
MICHIGAN

Page#19-21

3. Public Hearing for the proposed Sanitary Sewer Rehabilitation and Equalization
Basin project.

ACTION ITEM: Consideration of: RESOLUTION FOR THE PURPOSE OF ADOPTING A
PROJECT PLAN FOR WASTEWATER SYSTEM
IMPROVEMENTS AND DESIGNATING AS
AUTHORIZED PROJECT REPRESENTATIVE

Page#23-30

G. NON-ARRANGED PARTICIPATION:

Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives

H. COMMUNICATIONS :

1. Consortium for Solid Waste Management Update **Page#31-40**

I. REPORTS:

1. Community Development Manager **Page#41-42**

2. Board and Commission Reports

3. Subcommittee Reports

4. Village Manager Report

Page#43-57

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5. President's Report

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.

1. Consideration of: Bills & Payroll in the amount of: **\$114,021.44**

Page#59-66

K. OLD BUSINESS- Consideration and Discussion of:

1. Consideration of: New 425 Agreement or Amendment to the 425 Agreement between the Village and Scio for the High School property to include the Gordon Hall property as an alternative to signing a reimbursement agreement with Scio.

Postponed from the May 14th meeting, schedule a Joint meeting with Scio Township.

Emails and follow-up memo.

Page#67-92

2. Consideration of: **RESOLUTION TO IMPOSE PROPERTY TAX LATE PENALTY CHARGES**

Postponed from the May 14th meeting Page#93-106

3. Discussion of: Main Street Bridge Project -- Phase 2 Funding Update

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Recommendation to adopt the 2007/08 Village of Dexter Fiscal Year 2007-2008 Budget **Documents separate in packet**
Set for Public Hearing June 25, 2007

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2. Consideration of: Recommendation from Planning Commission to approve the Preliminary Site Plan for Dexter Wellness Center.

Page#107-130

3. Consideration of: Recommendation from Planning Commission to approve the request from Foggy Bottom Coffee for a Special Land Use for Outdoor Seating

Page#131-150

4. Consideration of: RESOLUTION TO COLLECT REAL PROPERTY TAXES AFTER SEPTEMBER 14TH.

Page#151-153

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.

O. ADJOURNMENT:

"This meeting is open to all members of the public under Michigan Open Meetings Act."

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**DEXTER VILLAGE COUNCIL
REGULAR MEETING
TUESDAY, MAY 29, 2007**

AGENDA 6-11-07
ITEM C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 by President Seta in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

B. ROLL CALL:

S. Keough J. Carson
D. Fisher P. Cousins
J. Seta R. Tell
J. Semifero

C. APPROVAL OF THE MINUTES

Minutes of the Regular Council meeting of May 29, 2007.

Motion Tell, support Semifero to approve the minutes as amended slightly.

D. PREARRANGED PARTICIPATION Jim Valenta provided, also capitalize Seta.

Ayes: Cousins, Fisher, Keough, Semifero, Tell, Carson, Seta.

Nays: none

Motion carries

D. PREARRANGED PARTICIPATION

Paul Bishop- Discuss proposed 425 agreement for Gordon Hall Property

OHM- updates

Preliminary sewer metering report

Dexter-Ann Arbor Rd. improvement project

E. APPROVAL OF THE AGENDA

Motion Semifero, support Fisher to approve the agenda as amended to add Item L. 7

Consideration of: Jeffords/Mill Creek Schultz property.

Ayes: Keough, Semifero, Tell, Carson, Fisher, Cousins, Seta.

Nays: none

Motion carries

F. PUBLIC HEARINGS

Industrial Facilities Tax Exemption request from QC Corp.

Hearing open at 8:22

Hearing closed at 8:23

no public comment

Consideration of: RESOLUTION APPROVING THE REQUEST FROM QC CORPORATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR REAL AND PERSONAL PROPERTY INVESTMENTS LOCATED AT 2135 BISHOP CIRCLE EAST, UNIT 2, DEXTER, MI.

Motion Semifero, support Fisher to approve the request from QC Corp. for an industrial facilities exemption certificate for real and personal property investments located at 2135 Bishop Circle East, unit 2, Dexter, Mi.

Ayes: Semifero, Tell, Fisher, Carson, Cousins, Keough, Seta.

Nays: none

Motion carries

G. NON-ARRANGED PARTICIPATION:

None

H. COMMUNICATIONS:

None

I. REPORTS

1. Community Development Manager
2. Board and Commission reports
3. Subcommittee reports
4. Village Manager Report
Mrs. Dettling submits her report as per packet

5. President's Report

Update on Scio/Dexter meeting for Sloan/Kingsley property
met May 22nd, Seta, Carson, developer, Scio officials, and some
Scio citizens another meeting scheduled for June 13th

Memorial Day Parade was outstanding

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$341,307.98

Motion Fisher, support Carson to approve the consent agenda as presented..

Ayes: Tell, Carson, Cousins, Keough, Fisher, Semifero, Seta.

Nays: None

Motion carries

K. OLD BUSINESS-Consideration and Discussion of:

1. Consideration of: 425 agreement New vs. Amendment of the conditional transfer document or 425 agreement between the Village and Scio for the high school property to include the Gordon Hall property as an alternative to signing a reimbursement agreement with Scio.

postponed from the May 14th meeting, waiting for attorney feedback

appoint a committee to talk to Scio and inform the Historical Society

2. Consideration of: RESOLUTION TO IMPOSE PROPERTY TAX
LATE PENALTY CHARGES

postponed from the May 14th meeting, waiting for attorney
feedback, NO ACTION

3. Discussion of : Main St. Bridge Project- Phase 2 funding Update

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: RESOLUTION FOR THE PURPOSE OF ESTABLISHING WATER,SEWER,AND REFUSE RATES EFFECTIVE JULY 1, 2007 FOR THE VILLAGE OF DEXTER, MI.

Set for public hearing June 11, 2007

Motion Tell, support Keough to set the public hearing for water,sewer,and refuse rates effective July 1, 2007- meeting June 11, 2007.

Ayes:Carson,Cousins,Fisher,Keough,Semifero,Tell.Seta.

Nays: none

Motion carries

2. Consideration of: Recommendation to adopt 2007/08 Village of Dexter millage rates set for public hearing June 11, 2007

Motion Fisher, support Keough to set a public hearing re: 2007/08 millage rates for the Village of Dexter - meeting June 11, 2007.

Ayes: Cousins,Fisher,Keough,Semifero,Tell,Carson,Seta.

Nays: none

Motion carries

3. Consideration of: RESOLUTION REQUESTING THE CREATION OF A BROWNFIELD REDEVELOPMENT PLAN FOR 2810 BAKER ROAD.

Motion Semifero, support Fisher to approve the resolution requesting the creation of a brownfield redevelopment plan for 2810 Baker Rd.

Ayes: Keough,Semifero,Tell,Carson,Fisher,Cousins,Seta.

Nays: none

Motion carries

4. Consideration of: Request from Ron Thomas of MAVDEVELOPMENT Company for a 12-month extension to the approved Boulder Park of Dexter Phase 11 Site Plan.

Motion Fisher, support Semifero to postpone this consideration until the June 11th meeting

Ayes: Tell,Carson,Cousins,Keough,Fisher,Semifero,Seta.

Nays: none

Motion carries

5. Consideration of: Request from UMRC- Cedars of Dexter for authorization to begin site clearing and grading in accordance with the approved site plans for the Cedars of Dexter project.

Motion Semifero, support Fisher to approve the request from UMRC re: the site clearing and grading in accordance with the approved site plans for the Cedars of Dexter project.

Ayes: Carson,Cousins,Fisher,Keough,Semifero,Tell,Seta.

Nays: none

Motion carries

6. Consideration of: Recommendation to adopt proposed 2006/07 Budget Amendment

Motion Tell, support Semifero to adopt the proposed 2006/07 Budget Amendment.

Ayes: Cousins,Fisher,Keough,Semifero,Tell,Carson,Seta.

Nays: none

Motion carries

7. Consideration of: Recommendation to form a subcommittee to discuss the Jeffords Mill Creek property- values

Motion Tell, support Fisher to approve the formation of a subcommittee to discuss the Jeffords Mill Creek property – values

subcommittee to include Seta,Keough with Cousins as alternate- also 1 DDA member, 1 person from the planning commission

Ayes: Keough,Semifero,Tell,Carson,Fisher,Cousins,Seta.

Nays: none

Motion carries

M. COUNCIL COMMENTS

None

N. NON-ARRANGED PARTICIPATION

None

O. ADJOURNMENT

Motion Semifero, support Fisher to adjourn at 9:27

Unanimous voice vote

Respectfully submitted,

David F. Boyle

Clerk, Village of Dexter

Approved for Filing:_____

**BUDGET WORK SESSION
MONDAY, MAY 29, 2007
6:00 p.m.**

AGENDA 6-11-07
ITEM C - 2

**THE VILLAGE OF DEXTER
VILLAGE COUNCIL
Dexter Senior Center- 7720 Dexter Ann Arbor Road**

2007/08 BUDGET WORK SESSION

Attendance: Paul Cousins, Jim Carson, Donna Fisher, Jim Seta, Joe Semifero, Ray Tell, Shawn Keough, Marie Sherry, Allison Bishop and Donna Dettling

1. Review Proposed General Fund 2007/08

Council reviewed the proposed General Fund 2007/08 budget, and changed two line items. Additional revenue under interest earned was increased from \$50,000 to \$80,000. The other change was an increase in expenses for department 101.441 DPW line item 970.001 Sidewalks- Repair and Replace, this line item was proposed at \$30,000 and Council increased it to \$80,000.

Council discussed the proposed \$2 increase in residential refuse and whether or not it would be wise to increase it more than \$2 or propose an increase of 3% each year to keep up with inflation. Marie will check on the legal issues regarding rate setting for refuse.

Respectfully submitted,

Donna Dettling, Village Manager

Approved for filing:

DEXTER VILLAGE COUNCIL
BUDGET WORKSHOP MEETING
MONDAY, JUNE 4, 2007

AGENDA 6-11-07
ITEM C-3

The meeting was called to order at 6:00 p.m. by President Seta at the Copeland Board Room, 7720 Dexter Ann Arbor Road. In attendance were Council members Jim Carson, Paul Cousins, Donna Fisher, Shaun Keough, Joe Semifero, and Ray Tell.

Item 1: Review Proposed Street Fund 2007/08 Budget

- 202-000.000-695.005 Transfer In – Main Street Bridge Project: Directed Staff to calculate actual bridge cost based on project estimates. **(Attached)**
- 202-451.000-803.000 Contracted Services: Council requested more detail on project(s) covered. **(Attached)**
- Liability Insurance: Question regarding increase percentage and if insurance is regularly compared between companies. Staff to respond. **The Village had a reduction in premium at our last renewal, as well as a refund check last fall. Our July 1, 2007 renewal rates have not been provided. The fund breakout percentages for the premium total are being adjusted and the total for liability insurance reconciled throughout each paying fund. A copy of the break out is attached.**
- 203-000.000-573.000: Questioned if revenue can be used to provide and/or repair sidewalks. Staff to provide answer. **Ed provided answer, attached.**
- Personnel costs: Council requested that staff provide total employment costs over all funds. **Attached**
- Municipal Streets Fund: Discussion of cash balances.

Item 2: Review CIP Document

- Dexter-Ann Arbor Street project: Council discussed moving project up to Fiscal Year 07/08 to take advantage of an available state grant in addition to federal funding to be received in FY 08/09. \$850,000 budget recommendation made for line 202-451.000-970.000.
- Council directed Staff to recommend one or more smaller street projects like Third or Inverness, or any other 2007-2010 project for inclusion, with the exception of Fifth Street, which will likely be an alternate route during the Dexter-Ann Arbor construction. This recommendation should be coordinated with any sewer and water projects that may also be required.
- Council discussed Central Street project. This project should be considered after the Village receives reimbursement from the state and federal sources for the Dexter-Ann Arbor Street project.
- Council requested that Staff recommend general fund CIP projects for inclusion in the budget at the next meeting. **The Sediment Management Project will need to be included in the General Fund Budget at \$330,000. If this project is completed by June 30, 2008 it will be necessary to use fund balance reserves to cover the cost. This will limit reserve cash flow for the Village**

Hall Project, which has Bond funding set aside in Fund 401. Council can still consider initiating the 2nd Bond Series of the original \$2.8 million Notice of Intent.

- Council discussed an arts and cultural commission. The discussion involved what other communities do, citizen involvement, how to set up a commission, and whether or not there is a need to budget for it at this time. Mr. Cousins to provide follow up on this discussion.

The meeting was adjourned at 7:25 p.m.

Respectfully submitted,

Marie A. Sherry

Treasurer/Finance Director

VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

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MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: June 11, 2007
Re: Main St. Bridge Over Mill Creek
Calculate cost for 2007/08 Budget

Based on the estimates from the May 5th Cost Share Agreement the following expenses will be realized by the Village of Dexter of our maximum \$400,000 commitment to the Bridge Project.

1. Construction	\$1,800,000		
2. Dam Removal without sediment management	\$50,000		
3. Roadway Approaches	\$400,000		
Total Construction Costs	\$2,250,000		
Local Match 5%	\$112,500	30% Village Share	\$33,750
4. Design & Construction Management	\$550,000		
5. ROW	\$50,000		
Total Other Costs	\$600,000		
Local Match 100%	\$600,000	30% Village Share	\$180,000

Estimated Village Share \$213,750

Major Street Fund 2006/07 estimated year-end budget shows \$100,000 of this being spent by June 30, 2007 (\$43,000 has been expensed to date). I have not received another invoice from WCRC, however if an invoice is generated and the services are for the period prior to June 30, these expenses will be shown in the 2006/07 budget. Any funds from 2006/07 not spent for the bridge project are available for next year. The proposed 2007/08 budget for bridge expenses is \$150,000, which could leave the line item short \$20,000 of our estimated village share of \$213,750. However, with the project starting in spring 2008, there will most likely be funding required for the 2008/09 fiscal year as well.

After the project is bid later this year and I have actual construction costs, I will update this cost share for budget purposes. I am keeping an .xls spreadsheet to reconcile all payments made to the WCRC for the Village's bridge cost share. This document will provide a better picture of the transactions, as they will span 3 fiscal years by the time the bridge is completed.

TO: Donna Dettling - Village Manager
FROM: Ed Lobdell - Public Services Supt.
RE: Major/Local Response

Donna:

The types of projects that have been funded out of Major and Local Contracted Services are as follows.

The Ann Arbor St. Catch Basin replacement Project.

Other Catch Basin and Storm Water Work.

Traffic Light Signal Repair.

Street Painting.

Industrial Park Basin Improvements.

Adding Chloride to Alleys.

Act 51 funding is available for non-motorized walkways only if the walkway meets the state requirement for width. The path at the park on Ryan qualified for such funding, but a five foot sidewalk does not.

If a project for road replacement also has sidewalk as part of the project, it could be funded thru Major/Local Contracted Services. I do not think that a repair and replacement program can be. this would be a question for Marie.

Hopefully this helps, let me know if you need more.

Respectfully Submitted:

Ed Lobdell
Public Services Supt.

See attached update
from Metro Authority.
attached : Dated 6-8-07

www.michigan.gov
(To Print: use your browser's print function)

Release Date: March 10, 2003
Last Update: January 10, 2007

Metro Authority Annual Report & Funds Use Guidelines

Municipalities with populations over 10,000 are required to report on the usage of the funds they receive under **PA 48 of 2002**. The act states that municipalities may use funds received under the act solely for rights-of-way purposes.

Public Right-of-Way Definition

A public right-of-way is defined broadly in Section 2(i) of the METRO Act (MCL 484.3102), as:

"The area on, below or above a public roadway, highway, street, alley, easement or waterway. Public right-of-way does not include a federal, state or private right-of-way."

Based on this definition, a public right-of-way does not include just the public roadway, highway, street or alley, but also includes, more broadly, public easements and public waterways.

Guidelines For The Use Of Right-Of-Way Funds

Section 10(4) of PA 48 states: "The amount received under sections 11 and 12 shall be used by the municipality solely for rights-of-way related purposes. Rights-of-way purposes does not include constructing or utilizing telecommunication facilities to serve residential or commercial customers."

Some applications are obviously allowable and others are obviously not allowable. The following lists some examples of applicable and non-applicable uses of right-of-way funds:

A. Applicable Uses

1. Administrative expenses related to the administration of the METRO Act provisions, including:
 - Engineering costs related to rights-of-way purposes
 - Consulting costs related to rights-of-way purposes
 - Cost-allocated management costs related to rights-of-way purposes
2. Public rights-of-way maintenance and repair, including the removal of blighted/diseased trees from the public rights-of-way; and to replace sidewalks damaged by trees in public rights-of-way.
3. Public rights-of-way dust control.
4. Public street lighting installation and expenses for rights-of-way purposes, including electricity and light fixtures for lighting in the public right-of-way.
5. Public rights-of-way snow removal for rights-of-way purposes.
6. Maintenance of the unimproved area of a public rights-of-way (i.e., trimming and cutting of trees and brush).
7. Construction and maintenance of sidewalks and bike paths within the public rights-of-way.
8. Construction or utilization of telecommunication facilities within the public rights-

of-way to serve noncommercial governmental interests.

9. Signage in public right-of-way, ie, neighborhood watch signs, welcome signs, etc.
10. Equipment purchases used strictly for rights-of-way purposes, ie, portable scales used to keep overloaded trucks off public right-of-way.
11. Purchase and planting of trees, shrubs and flowers in public right-of-way.

B. General Non-Applicable Uses

1. Capital improvements not used for right-of-way purposes.
2. Non-right-of-way related regular payroll/administrative expenses, unless supported by an acceptable cost allocation methodology.
3. Equipment purchases, unless shown to be used primarily for rights-of-way maintenance.
4. Private road construction and maintenance.

C. Strictly Non-Applicable Uses

1. Constructing or utilizing telecommunication facilities to serve residential or commercial customers.
2. Non-right-of-way construction or maintenance.

The above listed examples are not meant to be exclusive/inclusive of all possible situations.

D. Negative Carry Forward of METRO Funds

Any negative carry forward balance is limited to an amount not to exceed the total amount of funds received in the current reporting year.

If you have any questions or need assistance in determining the applicable use of and reporting of right-of-way funds, please contact the METRO Authority.

Rev. February 28, 2006

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Due:

[illegible]

Estimated Actual FY 06/07

Department	Non-Union	Union	Overtime	Longevity	FICA	Retirement	Total Dept	% of Total
Administration	230,157	66,534	874	1,050	23,185	31,321	353,121	33.95%
DPW	23,918	113,909	530	3,131	11,244	12,852	165,584	15.92%
Streets	36,497	75,740	5,483	1,761	9,015	13,620	142,116	13.66%
Utilities	37,755	248,811	13,417	14,210	24,985	40,026	379,204	36.46%
Total Activity	328,327	504,994	20,304	20,152	68,429	97,819	1,040,025	
% of Total	31.57%	48.56%	1.95%	1.94%	6.58%	9.41%		

Budget FY 07/08

Department	Non-Union	Union	Overtime	Longevity	FICA	Retirement	Total Dept	% of Total
Administration	237,100	70,200	1,000	1,100	23,600	31,200	364,200	33.53%
DPW	28,300	123,900	5,100	3,300	11,600	16,300	188,500	17.36%
Streets	35,500	77,800	7,300	2,600	9,300	14,600	147,100	13.54%
Utilities	39,500	255,500	13,000	14,800	25,700	37,800	386,300	35.57%
Total Activity	340,400	527,400	26,400	21,800	70,200	99,900	1,086,100	
% of Total	31.34%	48.56%	2.43%	2.01%	6.46%	9.20%		

Change - FY 06/07 Actual to FY 07/08 Budget

Department	Non-Union	Union	Overtime	Longevity	FICA	Retirement	Total Dept	% Change
Administration	6,943	3,666	126	50	415	(121)	11,079	3.04%
DPW	4,382	9,991	4,570	169	356	3,448	22,916	12.16%
Streets	(997)	2,060	1,817	839	285	980	4,984	3.39%
Utilities	1,745	6,689	(417)	590	715	(2,226)	7,096	1.84%
Total Activity	12,073	22,406	6,096	1,648	1,771	2,081	46,075	
% Change	26.20%	48.63%	13.23%	3.58%	3.84%	4.52%		

AGENDA 6-11-07

NOTICE OF PUBLIC HEARING

ITEM F 1

Notice is hereby given that the Dexter Village Council will hold a public hearing Monday, June 11, 2007 at 7:30 p.m. at the Dexter Senior Center – 7720 Dexter-Ann Arbor Street, Dexter, Michigan for the purpose of hearing public comment regarding:

The 2007/08 Millage Rate for the Village of Dexter, for real and personal property is hereby proposed as follows:

General Operating	9.8807
Streets	3.0546
General Obligation Debt	.6209

A copy of the Resolution to establish 2007/08 millage rates is available at the Dexter Village Office located at 8123 Main Street, Dexter MI.

Donna Dettling, Village Manager
Dexter, MI 48130

Publish: June 7, 2007

VILLAGE OF DEXTER
-2007
RESOLUTION TO ESTABLISH 2007/08
MILLAGE RATES

At a regular meeting of the Village Council of the Village of Dexter held at the Dexter Senior Center – 7720 Dexter-Ann Arbor Road, within the Village of Dexter on the 11th day of June 2007 at 7:30pm local time.

PRESENT:

ABSENT:

The following preamble and resolution was offered by _____ and supported by _____.

WHEREAS, the Village of Dexter will adopt the 2007/08 Budget prior to July 1, 2007 in accordance with the established millage rate herein established, and

WHEREAS it is necessary to establish a millage rate for the 2007/2008 Fiscal Year to support a 2007/08 Budget, and

WHEREAS the Village Council held a Public Hearing on June 11, 2007, and has met the requirements to establish such millage rates.

NOW, THEREFORE BE IT RESOLVED, THAT THE 2007 MILLAGE RATE FOR THE VILLAGE OF DEXTER, for real and personal property is hereby established and approved as follows:

GENERAL OPERATING.....	9.8807
STREETS.....	3.0546
GENERAL OBLIGATION DEBT.....	.6209

BE IT FURTHER RESOLVED that all resolutions in conflict herewith are hereby rescinded.

YEAS:

NAYS:

RESOLUTION DECLARED ADOPTED _____.

David F. Boyle, Village Clerk

AGENDA 6-11-07
ITEM F 2

**NOTICE OF PUBLIC INFORMATIONAL MEETING
ON PROPOSED WATER, SEWER AND REFUSE RATE INCREASE**

Notice is hereby given that the Dexter Village Council will hold a public informational meeting Monday, June 11, 2007 at 7:30 p.m. at the Dexter Senior Center – 7720 Dexter-Ann Arbor Street, Dexter, Michigan for the purpose of hearing public comment regarding a proposed Water, Sewer and Refuse Rate increase.

<u>Water Rates</u>	<u>Current Rates</u>	<u>Proposed 5% increase</u>
Ready To Serve Monthly Fee	\$5.57	\$5.85
First Meter Per 1,000 Gallons	\$2.51	\$2.64
Second Meter Per 1,000 Gallons	\$3.39	\$3.55
Out-side Village Service Area Per 1,000 gallons	\$3.51	\$3.70

<u>Sewer Rates</u>	<u>Current Rates</u>	<u>Proposed Change</u>
Ready to Serve Monthly Fee	\$5.00	\$5.15
Per 1,000 Gallons	\$6.15	\$6.34
Out-side Village Per 1,000 gallons	\$8.61	\$8.88

<u>Other Charges and Penalties</u>	<u>Current Rates</u>	<u>Proposed No Change</u>
Penalties on Late Charges	5% Cumulative	5% Cumulative
Turn-on and Turn-off Charges	\$35	\$35
Meter Calibration Charge	\$35	\$35
Water Only Meter 1 inch	\$250	\$250

<u>Refuse-Solid Waste Charges</u>	<u>Current Rates</u>	<u>Proposed \$2 per month increase</u>
Monthly Fee	\$13	\$15

The chart below illustrates the impact the proposed rate adjustment will have on a family using 10,000 gallons of water during a 2-month billing cycle. The overall increase during a 2-month billing cycle would be \$8.06 each billing cycle or \$4.03 per month. The overall percent increase is 6%.

<u>WATER- 5%</u>	<u>Current</u>	<u>Proposed</u>
Ready to Serve Charge	\$11.14	\$11.70
Commodity Charge 10,000 gallons	\$25.10	\$26.40
<u>SEWER- 3%</u>		
Ready to Serve Charge	\$10.00	\$10.30
Commodity Charge 10,000 gallons	\$61.50	\$63.40
<u>REFUSE-increase \$2 month</u>		
Bi-monthly Fee	\$26.00	\$30
	\$133.74	\$141.80

The proposed resolution is printed below:

WHEREAS, Village Council has accepted the "Fund Analysis and Rate Study" on April 10, 2006,

which provides a cost of service analysis to adjust water and sewer rates in the Village according to the following schedule, and

WHEREAS, the "Fund Analysis and Rate Study" is available for public inspection at the Village Office, and

WHEREAS, the Village published this resolution prior to its adoption, and provided a "Public Informational Meeting" on June 11, 2007 for public education and comment, and

WHEREAS, Village Ordinance requires rates to be established by Council by Resolution.

NOW THEREFORE BE IT RESOLVED:

Water Rates (+5%) – Effective July 1, 2007 Usage Billing rate established as follows:

Ready To Serve Monthly Fee	\$5.85
First Meter Per 1,000 Gallons	\$2.64
Second Meter Per 1,000 Gallons (135%)	\$3.55
Water Rate Out-side (140%) Village Service Area Limits Per 1,000 gallons	\$3.70

Sewer Rates (+3%) – Effective July 1, 2007 Usage Billing rate established as follows:

Ready To Serve Monthly Fee	\$5.15
Per 1,000 Gallons	\$6.34
Sewer Rate Out-side (140%) Village Limits Per 1,000 gallons	\$8.88

Other Charges and Penalties:

Penalties on Late Monthly Charges (Cumulative)	5%
Turn-on and Turn-off Charges	\$35
Meter Calibration Charge	\$35
Water Only Meter	\$250

Refuse-Solid Waste Charges:

Monthly Fee	\$15
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Donna Dettling
Dexter Village Manager

Publish: June 7, 2007

**RESOLUTION FOR THE PURPOSE OF ESTABLISHING
WATER, SEWER AND REFUSE RATES EFFECTIVE
JULY 1, 2007 FOR THE VILLAGE OF DEXTER,
MICHIGAN**

At a regular meeting of the Village Council of the Village of Dexter, Michigan called to order by President Seta on June 11, 2007 at 7:30 p.m., the following resolution was offered:

Moved by:

Second by:

WHEREAS, Village Council has accepted the "Fund Analysis and Rate Study" on April 10, 2006, which provides a cost of service analysis to adjust water and sewer rates in the Village according to the following schedule, and

WHEREAS, the "Fund Analysis and Rate Study" is available for public inspection at the Village Office, and

WHEREAS, the Village published this resolution prior to its adoption, and provided a "Public Informational Meeting" on June 11, 2007 for public education and comment, and

WHEREAS, Village Ordinance requires rates to be established by Council by Resolution.

NOW THEREFORE BE IT RESOLVED:

Water Rates (+5%) – Effective July 1, 2007 Usage Billing rate established as follows:

Ready To Serve Monthly Fee	\$5.85
First Meter Per 1,000 Gallons	\$2.64
Second Meter Per 1,000 Gallons (135%)	\$3.55
Water Rate Out-side (140%) Village Service Area Limits Per 1,000 gallons	\$3.70

Sewer Rates (+3%) – Effective July 1, 2007 Usage Billing rate established as follows:

Ready To Serve Monthly Fee	\$5.15
Per 1,000 Gallons	\$6.34
Sewer Rate Out-side (140%) Village Limits Per 1,000 gallons	\$8.88

Other Charges and Penalties:

Penalties on Late Monthly Charges (Cumulative)	5%
Turn-on and Turn-off Charges	\$35
Meter Calibration Charge	\$35
Water Only Meter	\$250

Refuse-Solid Waste Charges:

Monthly Fee	\$15
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AYES: _____

NAY: _____

David F. Boyle Clerk

RESOLUTION DECLARED ADOPTED THIS ____ DAY OF JUNE, 2007

AGENDA 6-11-07

ITEM F - 3

NOTICE OF PUBLIC HEARING

The Village of Dexter will hold a public hearing on the proposed Sanitary Sewer Rehabilitation and Equalization Basin project for the purpose of receiving comments from interested persons.

The hearing will be held at 7:30 p.m. on June 11, 2007 at the following location: Dexter Senior Center at 7720 Dexter-Ann Arbor Road in Dexter, Michigan.

The purpose of the proposed project is to ensure that adequate capacity exists at the Dexter Wastewater Treatment Plant to meet the current needs of the existing Village residents.

Project construction will involve rehabilitation of the sanitary sewer system, including replacement, lining and grouting of existing sanitary sewer mains. It would also include construction of an equalization basin near the existing wastewater treatment plant.

Impacts of the proposed project include some disruption should the sanitary sewer need to be removed and replaced using open cut procedures. Lining and grouting existing sanitary sewer would involve minimal disruptions. An equalization basin would involve some excavation with concrete wall construction.

The estimated cost to users for the proposed project will not create an adjustment in sewer rates beyond the proposed annual adjustments for inflation.

Copies of the plan detailing the proposed project are available for inspection at the following location:

Village of Dexter Offices at 8123 Main Street, Second Floor of National City Bank in Dexter, Michigan

Written comments received before the hearing record is closed on June 11, 2007 will receive responses in the final project plan. Written comments should be sent to:

Village of Dexter
Project Plan Comments
8140 Main Street
Dexter, MI 48130

Published May 3, 2007

Memorandum



Date: June 8, 2007

To: Donna Dettling, Village Manager

From: Rhett Gronevelt, P.E.
Christine A. Cale, P.E.

Re: SRF Project Plan

As you are aware, part of the requirements for a MDEQ SRF Project Plan submission is holding a public hearing to review of the Village's SRF Project Plan. This hearing is scheduled for Monday, June 11, 2007. It will offer the opportunity to review the proposed SRF Project Plan and allow for public comment.

Attached are notes for the presentation at the public hearing that provide information regarding the purpose of the project plan, the alternatives that were analyzed, the alternative that is recommended, and potential impacts of the proposed project. In addition, should anyone choose to view the entire project plan, it is available for viewing on the internet at the following link:

http://12.37.95.34:2000/Dexter_SRF_Project_Plan.pdf

We will be available at the public hearing to respond to any comments or questions. However, feel free to contact us prior to the public hearing if any additional information is needed.

**RESOLUTION FOR THE PURPOSE OF
ADOPTING A PROJECT PLAN FOR
WASTEWATER SYSTEM IMPROVEMENTS AND
DESIGNATING AN AUTHORIZED PROJECT
REPRESENTATIVE**

WHEREAS, the Village of Dexter recognizes the need to make improvements to its existing wastewater treatment and collection system; and

WHEREAS, the Village of Dexter authorized Orchard, Hiltz & McCliment, Inc. to prepare a Project Plan, which recommends the construction of an equalization basin and rehabilitation of existing sanitary sewer; and

WHEREAS, said Project Plan was presented at a Public Hearing held on June 11, 2007 and all public comments have been considered and addressed;

NOW THEREFORE BE IT RESOLVED, that the Village of Dexter formally adopts said Project Plan and agrees to implement the selected alternative (Alternative No. 2).

BE IT FURTHER RESOLVED, that the Village Manager, a position currently held by Donna Dettling, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a revolving fund loan to assist in the implementation of the selected alternative.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the Village of Dexter on June 11, 2007.

BY: David F. Boyle, Clerk

Signature

Date

State Revolving Fund (SRF) Loan Project Plan

Village of Dexter



June 11, 2007

SRF Project Plan Presentation

1. Summarize Current Sanitary Sewer Issues
2. Purpose of Project Plan
3. Main Alternatives Considered
4. Recommended Alternative
5. Project Financing
6. Potential Impacts



Summary of Current Issues

Previous analysis indicated that improvements to the Village's sanitary sewer system are needed due to the following items:

- Excessive peak flows exist at the wastewater treatment plant
- Current agreements for additional users to connect to system
- Manhole and pipe deficiencies contribute to excessive flow



SRF Project Plan

1. Purpose

- a) Evaluate alternative solutions to gain additional capacity in the sanitary sewer system and address peak wet-weather flows
- b) Obtain a low-interest loan from the MDEQ for the recommended improvements

2. Alternative Solutions

- a) No action
- b) Transport sewage to neighboring facility
- c) Repair manholes and pipes
- d) Construct an equalization basin
- e) Expand the wastewater treatment plant
- f) Repair manholes and pipes and construct an equalization basin



Current Wastewater Treatment Plant Capacity

	Average Day		Peak Hour
	MGD	REU	MGD
Design Capacity	0.58	3301	1.3
Current Conditions, 2006	0.37	2105	2.6
Future, 2026 (additional)	0.65	3703	1.5
Total Needed Capacity	1.02	5808	2.3
Additional Capacity Needed (Total – Design)	0.44	2507	1.0

Recommended Alternative

Repair manholes and pipes and
construct equalization basin



Recommended Alternative



Repair manholes and pipes and construct
equalization basin

Item	Estimated Cost
Equalization basin	\$2,800,000
Pipe rehabilitation	\$1,000,000
Manhole rehabilitation	Completed
Total cost:	\$3,800,000



Task Description	Anticipated Schedule
Pipe rehabilitation - design	December 2007 - February 2008
Equalization basin - design	October 2007 - February 2008
Equalization basin/Pipe rehabilitation - permitting	February 2008 - June 2008
Equalization basin/Pipe rehabilitation - bidding and contractor selection	June 2008 - September 2008
Pipe rehabilitation - construction	September 2008 - May 2009
Equalization basin - construction	September 2008 - September 2009

**Proposed Schedule for
Recommended Alternative**



Estimated Annual Cost:

Total Project Cost	\$3,800,000
Annual Capital Cost*	\$232,396
Total Number of Households	2,105
Annual Cost per Household	\$110.40

* The current interest rate of the loan is 1.625%. Since rates may increase, 2% was used to determine a conservative estimate of the annual capital cost.

Note: The annual capital costs shown above have been incorporated into the recent water and sewer rate analysis.

Project Financing

Potential Impacts

- Provide storage of sewage flows during peak rain events
- Prevent potential sanitary sewer overflows at the treatment plant
- Improve water quality
- Temporary noise, dust, and traffic disruptions during construction
- Potential for odor to be released from equalization basin



**Any
Questions?**



Rhett Gronevelt, P.E.
Orchard, Hiltz & McCliment, Inc.
(734) 522-6711
rhett.gronevelt@ohm-advisors.com





May 24, 2007

**RE: Fiscal Year 2007 Dues for the Washtenaw County
Consortium for Solid Waste Management**

Dear Mr. John Hanifan,

As required by the Inter-local Agreement establishing the Washtenaw County Consortium for Solid Waste Management (WCCSWM), notice is hereby given for dues payment for Fiscal Year 2007 (January 1 through December 31, 2007).

FY 2007 Dues Payment

\$ 75.00

paid

Payments should be made by check to the Washtenaw County Consortium for Solid Waste Management by June 1, 2007.

Many of our member communities have elected new public officials that may not be fully aware of the purpose and value of the Consortium. For your convenience, I am enclosing the following materials for your review:

- Overview of the Consortium
- Annual Meeting Calendar
- Articles of Agreement

I hope you find this information useful. If you have never attended a Consortium meeting, come join us and see what we're about! If you haven't attended in a while, make a resolution to come back in the New Year. We have some exciting changes in store, and need your input for our efforts to have the greatest impact.

If you would like any additional information on the Consortium, or need to make a change to the membership list for your community, contact Dan Moody at (734) 222-3827.

Sincerely,

Chris Simmons, Chair
Washtenaw County Consortium for Solid Waste Management

~ Cities of Ann Arbor, Chelsea, Milan, Saline, and Ypsilanti ~

~ Townships of Ann Arbor, Augusta, Bridgewater, Dexter, Freedom, Lima, Lodi, Lyndon, Manchester, Northfield, Pittsfield, Salem, Saline, Scio, Sharon, Superior, Sylvan, Webster, York, and Ypsilanti ~

~ Villages of Barton Hills, Dexter, and Manchester ~

~ Federal Correctional Facility, Milan, St. Joseph Mercy Hospital, Washtenaw County, Western Washtenaw Recycling Authority ~

Overview of the Washtenaw County Consortium for Solid Waste Management (WCCSWM)

Why was the Consortium established?

The Consortium was established in 1990 in order to maintain a voluntary organization to foster a cooperative effort in resolving problems and forming policies and plans in the areas of solid waste and recycling.

What are the goals of the Consortium?

The goals of the Consortium include cooperative efforts on solid waste, recycling and utilization of recycled products as follows:

1. To serve as mutual forum to identify, discuss, study and focus upon County and local challenges and opportunities.
2. To foster, develop, and review policies, plans and priorities.
3. To provide continuing organizational machinery to ensure effective communication and coordination among governments, agencies, and public institutions.
4. To facilitate agreements and cooperative action proposals among member governments and public institutions for specific projects or other related needs including Feasibility Studies and Service Programs.
5. To serve as a vehicle for the collection and exchange of information of interest to members.
6. To maintain a liaison with member governments, other governmental units and agencies, public institutions, and to serve as spokespeople for member county and local governments and public institutions.
7. To furnish general and technical aid to members to promote and accomplish Consortium approved agreements, policies and plans, when approved by participating members.
8. To review and coordinate federal, state and local programs of importance.
9. To recommend regional policies, studies, plans, or other appropriate matters.
10. To render advice and technical assistance on the request of members in regard to local problems having County impact.
11. To provide an opportunity for the regional, state, and federal governments and other agencies which have interests in Consortium activities to participate.

What has the Consortium accomplished in the past?

Throughout the years the Consortium has developed numerous task forces with the intent of addressing the current of solid waste and recycling needs of the communities. Through these task forces the Consortium has established a key role in programs throughout the County. Some of the successful programs are as follows:

- **Green Information Guide (GIG) Task Force**

With the cooperation of all the Washtenaw County 28 local units of governments, the consortium developed a CD that serves as a Recycling and Solid Waste resource for school districts, business owners, residents and government agencies. The GIG is a tool box for Environmental Best Management Practices in Washtenaw County. The CD is now available at all county public libraries and listed on the Washtenaw County Web site.

- **Medicine Take Back Program Task Force**

With the participation of local pharmacies, a "Medicine Take Back Program" is currently being developed. This program will redistribute medicines to missionaries and Doctors without Borders for reuse provide the citizens an alternative safe disposal method for these products and protect the environment in Washtenaw County.

- **Home Compost Task Force**

This task force has been instrumental in educating the community on home composting. Through this task force the Master Composter program was developed to train community leaders and empower them to become compost advocates. In the future this task force has decided to focus its efforts and resources towards increased compost bin distribution efforts hoping to reach more of the community.

- **Computer Recovery Task Force**

The consortium provided funding to offset some of the costs. The Consortium provided volunteers to survey participants and unload computers from participant's vehicles. This highly publicized event was very successful with over 225 cars dropping off e-waste for 6 hours.

What does the Consortium have planned for the future?

In the future, the Consortium will continue to form task forces to address the latest solid waste and recycling needs. By striving to reach its goals the Consortium can make a difference within the community it serves. The 2007 meeting calendar is attached for your reference.

Meeting Date	Location	Topic
November 9 th	Leopold Brothers	America Recycles Day Celebration
December 7 th	Zeeb Road	Annual Planning Meeting – 5:30pm Executive Committee Meeting – 5:00pm
January 25 th	Batteries Plus, Ann Arbor	Batteries – Krishna Mallya
February 22 nd	RAA ReUse Center/Environmental House	Emerald Ash Borer – Jessica Simons from RC&D Council
March 22 nd	City of Saline	Tour of new Saline DPW
April 24 th	Weber's Inn	Waste Knot Ceremony
May 24 th	St. Joseph Mercy Hospital	Tour, including biodiesel fleet
June 28 th	Corner Brewery, Ypsilanti	Tour of Brewery
July 26 th	Habitat for Humanity's ReStore	Tour of ReStore
August 23 rd	New Whitmore Lake High School	LEED Certification Tour-John Jackson
September 27 th	Matthaei Botanical Gardens	Native Landscaping – Bob Grese
October 25 th	Ann Arbor City / WR Wheeler Service Center	Tour of New Facility / Tentative
November 8 th	Leopold Brothers	America Recycles Day Celebration
December 6 th	705 N. Zeeb Road	Annual Planning Meeting

Washtenaw County Consortium for Solid Waste Management
Interlocal Agreement

ARTICLES OF AGREEMENT

I. Preamble

We the representatives of Washtenaw County, its local governments and public institutions hereby join together in a voluntary organization to be known as the Washtenaw County Consortium for Solid Waste Management (the Consortium), for the purpose of meeting at regular intervals to discuss and study solid waste, recycling and utilization of recycled products. Furthermore, we will meet to develop policy and programs for ratification and implementation by member representatives of the County and, local governments and public institutions.

II. Nature, Purpose and Goals of the Agreement

The need for a Consortium exists due to finite space within landfills, increased disposal costs and the importance of recycling throughout the County. The purpose of the Consortium is to maintain a voluntary organization to foster a cooperative effort in resolving problems and forming policies and plans in the areas of solid waste and recycling. The Goals of the Consortium include cooperative efforts on solid waste, recycling and utilization of recycled products as follows:

1. To serve as a mutual forum to identify, discuss, study and focus upon County and local challenges and opportunities.
2. To foster, develop, and review policies, plans and priorities.
3. To provide continuing organizational machinery to ensure effective communication and coordination among governments, agencies, and public institutions.
4. To facilitate agreements and cooperative action proposals among member governments and public institutions for specific projects or other related needs including Feasibility Studies and Service Programs.
5. To serve as a vehicle for the collection and exchange of information of interest to members.
6. To maintain a liaison with member governments, other governmental units and agencies, public institutions, and to serve as spokespeople for member county and local governments and public institutions.
7. To furnish general and technical aid to members to promote and accomplish Consortium approved agreements, policies and plans, when approved by participating members.
8. To review and coordinate federal, state and local programs of importance.
9. To recommend regional policies, studies, plans, or other appropriate matters.

10. To render advice and technical assistance on the request of members in regard to local problems having County impact.
11. To provide an opportunity for the regional, state, and federal governments and other agencies which have interests in Consortium activities to participate.

III. Definitions

1. Members or Member Community – Any of the following units:

Any village, city, township or public institution within Washtenaw County

and any other members approved by the required vote of existing members as further provided below. Each member shall have a single vote to be cast by its representative, who shall be its member's designated representative. A designated representative may not bind a member without the member's consent.

2. Executive Committee – A committee consisting of representatives of members who shall exercise the power granted by these Articles subject to approval of the members.

3. Officers – The officers of the Consortium shall consist of:

- a. A Chair, who shall: preside at meetings of the Consortium; see that all rules and policies of the Consortium are understood and observed; chair the executive committee; appoint any ad hoc committees which from time to time might be necessary; and, act as spokesperson for representatives of members of the Consortium.
- b. A Vice Chair. The Vice Chair shall preside in the absence of the Chair and carry out definite assignments of the Chair in conjunction with other officers and committee members, as applicable; shall assist the Chair in the Chair's duties and may act as a member *ex officio* of any standing or ad hoc committee.
- c. A Secretary-Treasurer. The Secretary-Treasurer shall record and maintain the minutes of all Consortium meetings; forward records and minutes of all Consortium meetings to members; forward any necessary notices and communications to the officers and committee people; maintain the By-laws and Constitution with current amendments and revisions; be responsible for Consortium finances; receive funds for the Consortium, sign checks, dispense Consortium funds, as approved by the majority of the general membership present at any official meeting of the Consortium; work with officers and any committees; prepare an annual budget and an annual financial statement. The Secretary-Treasurer need not be an official representative to the Consortium.

4. Consortium Service Program – A Consortium Service Program shall be any service provided jointly by two or more members and established by a joint agreement. Only those members entering into such an agreement shall be obligated to contribute to it financially and only such members shall participate and benefit from such a program.

5. Feasibility Study – A Feasibility Study shall be any study, including but not limited to short duration studies of ways and means to solve a problem or problems common to two or more members, duly undertaken by the Executive Committee or General Membership and requiring the expenditure of funds in excess of or in addition to amounts in the approved annual budget of the Consortium. Only those members entering into such a Study shall be obligated to contribute to it financially and only such members shall participate and benefit from such a program.

IV. Membership

1. The initial Members of the Washtenaw County Consortium are as set forth under Definitions above. Additional members may be admitted to the Consortium in accordance with the provisions of this Article IV.

2. Eligibility. Membership in the Consortium shall be open to any community or public institution of Washtenaw County.

3. Admission:

Communities that wish to become members of the Consortium following its formation by the initial Members shall:

- a. Submit an application on a form provided by the Consortium and pay the application fee, which shall be set and reviewed from time to time by the Consortium.
- b. The applicant will be admitted if it is approved by a majority of the members of the Consortium.
- c. By Resolution, Ordinance or Bylaw, the applicant's governing body must formally adopt or permit adoption of the Articles of Agreement of the Consortium and forward a certified copy of said formal adoption to the Secretary-Treasurer of the Consortium prior to being seated in the Consortium.

Public institutions that wish to become members of the Consortium following its formation by the initial Members shall:

- a. Submit an application on a form provided by the Consortium and pay the application fee, which shall be set and reviewed from time to time by the Consortium.
- b. The applicant will be admitted if it is approved by a majority of the members of the Consortium.

4. Representation. Each Member shall be entitled to one designated representative in the Consortium.

The member must formally submit to the Secretary-Treasurer of the Consortium, in writing, its Designated Representative's name, prior to that person being able to vote on behalf of the member.

5. Withdrawal. A member may withdraw from such membership when it serves formal notice to the Secretary-Treasurer of the Consortium.

A sixty (60) day notice of action shall be required. Withdrawal by a member from the Washtenaw County Consortium shall in no way serve to void or lessen any legal or financial obligation incurred by the member while a member.

6. Participation

- a. Any Member is eligible to participate in any Feasibility Study provided the governing body or appropriate budgetary authority of such a Member approves its participation by submitting formal notice of its intention with the Secretary-Treasurer of the Consortium.
- b. Any Member is eligible to participate in any Consortium Service Program provided that the governing body or appropriate budgetary authority of the member approves or permits its participation by executing Joint Agreement establishing said Program, a copy thereof to be filed with the Secretary-Treasurer of the Consortium.
- c. When a Member elects to participate in an on-going Feasibility Study or Service Program, it thereby obligates itself to pay its full share of pro-rated costs, as determined by the participating Consortium Members.
- d. A penalty will be charged to any participation Member when it withdraws from a Feasibility Study or Service Program. The penalty shall be outlined by the feasibility Agreement.

7. Dues. The annual dues shall be \$75.00 per year until changed by the Consortium. The dues shall be paid to the Secretary-Treasurer of the Consortium by dates designated by the General Membership. No member shall be responsible to pay additional sums to the Consortium without its further individual consent, except as indicated in other sections of this agreement.

8. Fees. Each Feasibility Study and Service Program, when established and undertaken, will have a fee structure for participation established and the fees will be pro-rated to the participants. Also, any projects undertaken by the Consortium will have a Cost Schedule established prior to the commencement of the project and the participants will determine the costs to be paid by each member.

V. Policy Bodies

This Council shall have two bodies – the General Membership and an Executive Committee.

1. General Membership.

- a. General Policy Body: The General Membership shall consist of all Members and shall be the policy body of the Consortium.
- b. Voting: Each member shall have one vote in the General Membership.
- c. Quorum: A quorum of the General Membership shall consist of one-third of the total membership.
- d. Meetings: The General Membership shall meet monthly when practical, but at least 4 times per year. The annual meeting shall be held in March and shall be the election meeting. Other meetings shall be held in accord with the determination of the General Membership or upon call of its Chair, or by petition of any three (3) Members of the General Membership. Written notification of such meeting shall be given to each Designated Representative at least 10 days in advance of a particular meeting.
- e. Spending Authority: The General Membership may authorize expenditures from the funds available to the Consortium. The General Membership may recommend additional expenditures however representatives from members may not commit finances to the Consortium without approval of the governing body or the appropriate budgetary authority.
- f. Responsibilities: The responsibilities of the General Membership are:
 - 1. To adopt the Consortium's budget and membership dues schedules.
 - 2. To authorize expenditures from the Consortium's treasury upon a majority vote of members present at a meeting of the Consortium.
 - 3. To adopt and amend by-laws.
 - 4. To review action of the Executive Committee.
 - 5. To initiate, advise, and aid in the establishment of cooperative arrangements, including interlocal agreements, among its Members.
 - 6. To resolve membership questions.
 - 7. To make recommendations to any local governments or other appropriate agencies, public institutions or entities.
 - 8. To elect all officers at the annual meeting of all even-numbered years. Officers will serve two-year terms.

2. Executive Committee:

- a. The membership of the Executive Committee shall consist of the Chair and Vice Chair elected by the General Membership of the Consortium plus the representatives of three additional members in the Consortium. The term of office for such officers and members shall be for two (2) years. Members of the Executive Committee may serve consecutive terms. Each member of the Executive Committee shall have one vote. The Secretary-Treasurer shall not be a member of the Executive Committee but shall serve as staff to the Executive Committee.
- b. Quorum: A quorum of the Executive Committee shall consist of a simple majority of its total voting membership.
- c. Voting: Official action of the Executive Committee shall be decided by the affirmative vote of the majority of the members present, provided there is a quorum.
- d. Meetings: The Executive Committee shall meet as necessary, on the call of its Chair, or any member, or at the direction of the General Membership. Emergency meetings may be called with a majority of Executive Committee concurring.
- e. Responsibilities: The responsibilities of the Executive Committee are:
 1. To consider and propose an annual budget and each participating members' share thereof to the General Membership.
 2. To nominate ad hoc or special committees.
 3. To nominate a slate of officers for the Consortium to present to the General Membership for approval and election.
 4. To conduct the business of the Consortium within the policy guidelines of the General Membership.
 5. To serve as the financial control body for the Consortium and secure audits.
 6. To fill any vacancy in the offices of Chair, Vice Chair, or Secretary-Treasurer, which occurs prior to the regular annual election.
 7. To recommend to the Washtenaw County Consortium GENERAL OPERATING PROCEDURES necessary for the orderly conduct of the affairs of the Consortium.
 8. To recommend policy as to the sharing of Consortium developed information with non-participating Consortium members, non-

Consortium members, agencies, individuals, and others requesting said information.

VI. Finances

- A. Funds, other than membership dues, which accrue to the Consortium or to the Executive Committee for use in furthering the aims and purposes of this voluntary organization shall be controlled, disbursed, and accounted for in a manner prescribed by the Executive Committee and approved by the General Membership.
- B. All dues and fees paid to the Consortium shall be placed in an interest-bearing account. The officers of the Consortium shall be empowered to sign checks and vouchers to satisfy incurred debt. Two signatures shall be required on all checks.

VII. Amendments

Amendments to these Articles of Agreement may be recommended from time to time by a simple majority vote of the General Membership present as a quorum. However, any amendments shall not be effectual until approved by a 2/3 vote of the entire membership.



VILLAGE OF DEXTER – COMMUNITY DEVELOPMENT OFFICE
8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

AGENDA 6-11-07

ITEM I - 1

Memorandum

To: Village Council
Donna Dettling, Village Manager
From: Allison Bishop
Re: Report
Date: June 11, 2007

Parks Commission

Smith Woods Workday – On June 2nd the Future Leaders of America (FLA) and I were at Smith Woods removing invasive species and cleaning up trash. The FLA also helped plant an additional 20 native plants in the rain gardens in Community Park. There were between 15-20 volunteers.

Smith Woods Preserve – I am continuing to work with the County Parks on development of the Smith Woods parking area and signage. I would anticipate that the signage will be installed, the parking lot improved and the gate repaired by the end of the summer.

Dedication Ceremony – The dedication ceremony was held on June 5th, thank you to those of you who were able to attend. The ceremony was a success and certificates of recognition were handed out. I am hoping that the Dexter Leader will do a story on the gazebo and the ceremony.

Projects

Mill Creek Building – The preliminary site plan for the Mill Creek Building will be before the Village Council on June 25th. The Planning Commission recommended approval of the plan at the June 4th meeting with a few conditions. The applicant has presented a proposal for the public parking improvements and Lot 006 that the subcommittee will be reviewing over the next few weeks.

Cedars of Dexter – At this time the applicant has decided to postpone coming before the Village Council until June 25th. Outstanding items that still need to be addressed are Washtenaw County Road Commission and Drain Commission approval, the development agreement and a few other site plan issues.

K-Space – Lot 34 DBRP – A combined site plan has been submitted for Lot 34 in the Dexter Business and Research Park. The proposal is to construct a 6,840 square foot building on an existing vacant lot. A site plan review committee meeting has been scheduled for June 25th at 5:00pm. Council representatives at that meeting at Seta and Semifero. Information will be distributed the week before the meeting.

Boulder Park Phase 2 – The applicant's extension request for a site plan extension has been pulled from the agenda. The applicant has been granted two (2) extensions to date and a letter sent to the applicant in January indicated that no other extensions would be granted. The

applicant has been informed that they may pursue two (2) options: 1) Apply for a variance from the site plan time limits or 2) reapply and go through the site plan process. The applicant could apply for a combined site plan since the project has already been approved and the Village's standards have not changed. To date I have not been informed of the applicant's decision.

Please feel free to contact me prior to the meeting with questions.

Thank you,

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council Members
From: Donna Dettling, Village Manager
Date: June 11, 2007
Re: VM Report

1. Meeting Review:
 - May 30th - Met with new County Building Director, John Hamlin
 - June 5th - Community Park Dedication
 - June 6th - WC Sheriff's Dept. 2008-09 Police Services Update
 - June 7th - AA Spark meeting
 - June 8th - Dan Whalen, re: 5th Well
2. Assistant Village Manager Search. I have received 50 resumes so far, and started to put together a formal process for review. Jim Seta, a member of the DDA Board, Allison Bishop and Marie Sherry will be on the selection team. The response deadline for applications is June 22nd.
3. Police Services. Included with my report are several documents provided by the Under Sheriff Herb Mahoney at the June 6th Police Services meeting. The village will need to confirm with the WCSD before July 1st how many deputies we plan to contract for in 2008. We have budgeted for 3, as well as 50% of the DCS deputy in the proposed 2007/08 Budget. There will be additional overtime charges starting in 2008, that I have conservatively increased the budget to cover at \$10,000 (see agenda item L-1 page 12 of the GF Budget). The WCSD is still working on an overtime deployment strategy that will allow the village to determine our protocol for overtime. The Village will be working with Dexter and Webster Townships and our plan is to develop a regional protocol, which potentially could provide some financial relief for the Village. The deployment strategy protocols will not be available until September, therefore additional follow-up on this issue will be coming in the fall. This is a topic that will be organized for a work session in the future.
4. Water Supply Update. The target date for the test drill on the High School property is the week of June 18th. I am working with Evelyn Shirk to meet with the School Board in July to share information and review the next steps in the process. Several documents are attached for your review; Well Guidelines, DEQ Evaluation Summary, DWRF information.

6-6-07
Meeting

Police Services Steering Committee

2007 Staffing Analysis Project

Goals

- Provide Local Units with Information for policy and funding decisions related to law enforcement.
- Identify opportunities for local units to participate in regional law enforcement response areas through Sheriff's Office

Steps In Process

- Prepare draft staffing reports by jurisdiction.
- Identify and meet with Local Unit representatives.
- Build recommended staffing analysis based on local policy decisions.
- Identify opportunities for regional response areas.
- Build recommended staffing analysis based on regional response areas.

Discussion Draft

■ WARNING:

- The draft staffing analysis was prepared utilizing "Base" policy assumptions.
- The worksheet data IS NOT a recommendation for staffing.
- No funding or policy decision should be made based on the data in the Discussion Draft worksheets.

Different Assumption Decisions

- Frequency of Patrols
- Average Response Times
- Availability for Immediate Response
- Special Assignment Jobs
- Local Office Presence
- Regional Options

How different assumptions affect results

- Availability for immediate response:
 - 50% yields a recommended staffing of 5.53
 - 75% yields a recommended staffing of 9.22
 - 99% yields a recommended staffing of 29.15
- Frequency of Patrols:
 - 8 Hrs yields a recommended staffing of 5.53
 - 4 Hrs yields a recommended staffing of 6.49
 - 2 Hrs yields a recommended staffing of 14.82

Next Steps

- Local units identify representatives for participation in developing assumptions for recommendations.
- Local units will meet individually with Sheriff Staff.
- Local recommendation reports will be generated.
- Regional Response Areas will be identified.
- Regional recommendation reports will be generated.

QUESTIONS???

Worksheet 1			
DATA INPUT		RECOMMENDED	MINIMUM
ITEM Number	Description	Value	Value
1.1	Name of the APA <i>Automated Patrol Area</i>	Dexter Village	Dexter Village
1.2.1	Shift Length (hours)	8.0	8.0
1.2.2.1	Ave. Work Week (Hour per week)	40.0	40.0
1.2.2.2	Average Benefit Hours Off per year per deputy	260.0	260.0
1.2.2.3	Average Non-patrol Hours per year per deputy <i>Training</i>	80.0	80.0
1.2.3	Deputies per supervisor <i>7.5</i>	6.0	6.0
1.2.4	Percent Supervisor Time on Patrol	0.0	0.0
1.2.5.1	Category 1 Roadway Name	Primary	Primary
1.2.5.2	Category 1 Coverage Hours per Week	168.0	168.0
1.2.5.3	Category 1 Patrol Speed (MPH)	43.0	43.0
1.2.5.4	Category 1 Patrol Interval (hours)	8.0	8.0
1.2.6.1	Category 2 Roadway Name	Local	Local
1.2.6.2	Category 2 Coverage Hours per Week	168.0	168.0
1.2.6.3	Category 2 Patrol Speed (MPH)	30.0	30.0
1.2.6.4	Category 2 Patrol Interval (hours)	16.0	16.0
1.2.7.1	Category 3 Roadway Name	Subdivision	Subdivision
1.2.7.2	Category 3 Coverage Hours per Week	168.0	168.0
1.2.7.3	Category 3 Patrol Speed (MPH)	18.0	18.0
1.2.7.4	Category 3 Patrol Interval (hours)	24.0	24.0
1.3.1	Days in Period	365.0	365.0
1.3.2	# of Traffic Crashes in Period	116.0	116.0
1.3.3	Average time per crash (hours)	2.4	2.4
1.3.4	# of other CFS in Period	1063.0	1063.0
1.3.5	Average time per CFS (hours)	1.25	1.25
1.3.6	Non-preemptive other CFS percent	0.2	0.2
1.3.7	Non-preemptive other Admin percent	0.2	0.2
1.3.8	Non-preemptive Self initiated activity	0.2	0.2
1.4.1	Category 1 Roadway Miles	5.6	5.6
1.4.2	Category 2 Roadway Miles	13.0	13.0
1.4.3	Category 3 Roadway Miles	7.5	7.5
1.4.4	Area (Square Miles) of APA	3.5	3.5
1.4.5	Average Response Time to CFS	20.0	20.0
Worksheet 2			
ITEM Number	Administrative Time	Value	Value
2.1	Policy Admin. Time Minutes per hour per Deputy	10.0	10.0
2.2.1	Total Admin Time (hours)		
2.2.2	Total on-duty hours		
2.2.3	Fraction time on admin	0.2	0.2
2.2.4	Admin. Minutes per hours per deputy	10.8	10.8
2.3	ENTER (2.1) OR (2.2.4)	10.0	10.0
	<i>Dept Goal 10</i>		
	<i>Hit 10.8</i>		

Worksheet 3				
ITEM Number	Crashes and CFS <i>Calc for Service</i>	Value		Value
3.1.1	Traffic Crashes in APA	116.0		116.0
3.1.2	Average Time Per Traffic Crash	2.40		2.40
3.1.3	Total Crash Time Hours	278.4		278.4
3.1.4	Days in Period	365.0		365.0
3.1.5	Crash Time per Day (hours)	0.76		0.76
3.2.1	Number of CFS	1063.0		1063.00
3.2.2	Average Time per Other CFS (hours)	1.25		1.25
3.2.3	Total Other CFS Time (hours)	1328.8		1328.75
3.2.4	Days in Period	365.0		365.00
3.3.5	Other CFS Time Per Day	3.64		3.64
				0.00
3.3.1	Average Workload per Day (Hours)	4.40		4.40
3.3.2	Shift Length (hours)	8.0		8.00
3.3.3	Deputies Required per Day	0.55		0.55
Worksheet 4				
ITEM Number	Self Initiated	Value		Value
4.1	Police - Self Initiated Contacts	10.0		10.00
4.2.1	Total SI Contacts	27577.0		27577.00
4.2.2	Total SI Hours	7170.0		7170.00
4.2.3	Hours per contact	0.26		0.26
4.2.4	Objective contacts per shift	5.0		5.00
4.2.5	Shift Length	8.0		8.00
4.2.6	# SI contact per hour per deputy	0.63		0.63
4.2.7	SI objective Minutes per hour per deputy	9.75		9.75
4.3.1	Total SI Hours	0.0		0.00
4.3.2	Total on-duty Deputy Hours	0.0		0.00
4.3.3	Fraction time on SI	0.0		0.00
4.3.4	Minutes per hour per deputy	0.0		0.00
4.4	Proactive SI Non-COP enter (4.1) or (4.2.7) or 4.3.4 <i>County Average</i>	9.75		9.75
4.6	Total SI TIME	0.00		0.00
Worksheet 5				
ITEM Number	PATROL	Value		Value
5.1.1	Shift Length (hours)	8.0		8.00
5.1.2.1	Category 1 Roadway Name <i>Primary</i>	Primary		Primary
5.1.2.2	Miles - Category 1 Roadways	5.6		5.60
5.1.2.3	Hours of Coverage	168.0		168.00
5.1.2.4	Patrol Speed (MPH)	43.0		43.00
5.1.2.5	Patrol Interval (hours)	8.0		8.00
5.1.2.6	# of Deputies: Category 1 Roadways	0.05		0.05

Worksheet 5 (continued)			
ITEM Number	PATROL	Value	Value
5.1.3.1	Category 2 Roadway Name <i>Local</i>	Secondary	Secondary
5.1.3.2	Miles - Category 2 Roadways <i>Feeders</i>	13.0	12.97
5.1.3.3	Hours of Coverage	168.0	168.00
5.1.3.3	Patrol Speed (MPH)	30.0	30.00
5.1.3.4	Patrol Interval (hours)	16.0	16.00
5.1.3.5	# of Deputies: Category 2 Roadways	0.08	0.08
5.1.4.1	Category 3 Roadway Name <i>Local Subs.</i>	Sub-division	Sub-division
5.1.4.2	Miles - Category 3 Roadways	7.5	7.54
5.1.4.3	Hours of Coverage	168.0	168.00
5.1.4.4	Patrol Speed (MPH)	18.0	18.00
5.1.4.5	Patrol Interval (hours)	24.0	24.00
5.1.4.6	# of Deputies: Category 3 Roadways	0.05	0.05
5.1.5	Total Deputies required to meet patrol interval performance objective	0.2	0.2
5.2	Uncommitted Patrol Availability - Immediate Response		
5.2.1	Shift Length	8.0	8.00
5.2.2	Coverage hours per week	168.0	168.00
5.2.3	Calculate the effective number of shifts per day	3.0	3.00
5.2.4	Average daily number of on-duty deputies for reactive time	0.55	0.55
5.2.5	Average daily number of on-duty deputies per shift	0.18	0.18
5.2.6	Performance Objective percentage of accidents, CFS and self-initiated activities immediate response	50.00	50.00
5.2.7	Number of Deputies Required per shift *Input from Chart	0.3	0.30
5.2.8	Total number of uncommitted patrol deputies required per day within the APA to provide immediate response to the performance objective percentage of accidents and CFS	0.90	0.90
5.3	Uncommitted Patrol Availability - Travel time for Area Patrol		
5.3.1	Shift Length (hours)	8.0	8.00
5.3.2	Coverage Hours Per Week	168.0	168.00
5.3.3	Area (Square miles) of the APA	3.5	3.50
5.3.4	Average Response speed (MPH) (equal to or grater than the average patrol speed)	43.0	43.00
5.3.5	Average travel time performance objective	20.0	20.00
5.3.6	Number of Deputies required within APA to meet the average travel time performance objective for area patrol		
5.3.6.1	Calculate K based on formula	0.047	0.047
5.3.6.2	Calculate K x K	0.0022	0.0022

5.3.6.3	Number of Deputies required within APA to meet the average travel time performance objective for area patrol	0.02	0.02
Worksheet 5 (continued)			
ITEM Number	PATROL	Value	Value
5.3.7	Number of Deputies required within APA for line patrol	0.0	0.00
5.3.8	Total number of deputies required within the APA for area and line patrol	0.02	0.02
5.4	Uncommitted Patrol Availability	0.90	0.90
5.5	Total number of Deputies Required for Uncommitted Patrol (the larger number from 5.4 or 5.1.5)	0.90	0.90
Worksheet 6			
Recommended Staffing			
ITEM Number	Administrative Time	Value	Minimum Staff
6.1.1	Administrative Time	10.00	12
6.1.2	Average number of Deputies required per day to meet reactive time workload	0.55	0.55
6.1.3	Self-Initiated Time - minutes per hour	9.75	9.75
6.1.4	Average number of Deputies required per day to meet patrol time requirements	0.90	0
6.1.5	Total On-Duty Deputies Needed	2.16	0.86
6.2.1	Pct. Patrol with 2 Deputies	0.00	0.00
6.2.2	Fraction with w Deputies	0.00	0.00
6.2.3	Adjustment Fraction	1.00	1.00
6.2.4	Average total number of on-duty deputies per day for all activities	2.16	0.86
Worksheet 7			
Recommended Staffing Analysis			
ITEM Number	Description	Value	Value
7.1.1	Deputies per Supervisor	1.5 6.0	6.0
7.1.2	Pct. Supervisor Time on Patrol	10.0	10.0
7.1.3	Fraction Supervisor Time on Patrol	0.10	0.1
7.1.4	Total # of On-Duty Deputies	2.16	0.86
7.1.5	Adjustment Factor	0.98	0.98
7.1.6	Adjusted # of On-duty Deputies	2.13	0.85
7.2.4	Adjusted No. of On-Duty Deputies	2.13	0.85
7.3.1	Adjusted # On-Duty Supervisors	0.35	0.14
Worksheet 7 (continued)			

Recommended Staffing Analysis			
ITEM Number	Description	Value	Value
7.2	Number of On-Duty Deputies Required Per Day, Adjusted for Special Assignment Personnel		
7.2.1.1	Assignment Name	Property Crimes Inv.	Property Crimes Inv.
7.2.1.2	Average Number or on-duty deputies per day on Special Assignment 1	0.0	0.0
7.2.1.3	Percentage of on-duty time spent on patrol activities by deputies assigned to Special Assignment 1	5.00	5.00
7.2.1.4	Percentage of on-duty time spent on non-patrol activities by deputies assigned to special assignment 1	95.00	95.00
7.2.1.5	Fraction of on-duty time spent on non-patrol activities by deputies assigned to special assignment 1	0.95	0.95
7.2.1.6	Adjusted daily number of on-duty deputies assigned to special assignment 1	0.00	0.00
7.2.2.1	Assignment Name	Fraud Inv.	Fraud Inv.
7.2.2.2	Average Number or on-duty deputies per day on Special Assignment 2	0.0	0.0
7.2.2.3	Percentage of on-duty time spent on patrol activities by deputies assigned to Special Assignment 2	5.00	5.00
7.2.2.4	Percentage of on-duty time spent on non-patrol activities by deputies assigned to special assignment 2	95.00	95.00
7.2.2.5	Fraction of on-duty time spent on non-patrol activities by deputies assigned to special assignment 2	0.95	0.95
7.2.2.6	Adjusted daily number of on-duty deputies assigned to special assignment 2	0.00	0.00
7.2.3.1	Assignment Name	COP Deputy	COP Deputy
7.2.3.2	Average Number or on-duty deputies per day on Special Assignment 2	0.0	0.0
7.2.3.3	Percentage of on-duty time spent on patrol activities by deputies assigned to Special Assignment 2	5.00	5.00
7.2.3.4	Percentage of on-duty time spent on non-patrol activities by deputies assigned to special assignment 2	95.00	95.00
7.2.3.5	Fraction of on-duty time spent on non-patrol activities by deputies assigned to special assignment 2	0.95	0.95
7.2.3.6	Adjusted daily number of on-duty deputies assigned to special assignment 2	0.00	0.00
Worksheet 7 (continued)			

Recommended Staffing Analysis			
ITEM Number	Description	Value	Value
7.2.4	Adjusted total daily number of on-duty deputies required per day	2.13	0.85
7.3.1	Total Number of On-Duty Field Supervisors Required Per Day for the Adjusted Number of On-Duty Deputies	0.35	0.14
Worksheet 8			
ITEM Number	Recommended Staffing Analysis	Value	Value
8.1	On-Duty Deputies and Field Supervisors Required per day		
8.1.1	Number of On-duty Deputies	2.13	0.85
8.1.2	Number of On-Duty Supervisors	0.35	0.14
8.2	SHIFT RELIEF FACTOR		
8.2.1	Shift Length (hours)	8.0	8.0
8.2.2	Hours per Year per Shift Position	2920.0	2920.0
8.2.3	Average Work Week (Hours per Week)	40.0	40.0
8.2.4	Average Paid Hours per Deputy per Year	2080.00	2080.00
8.2.5	Average Benefit Hours Off per Deputy per Year	260.0	260.0
8.2.6	Average Non-Patrol Hours per Deputy per Year	80.0	80.0
8.2.7	Average Patrol Hours per Deputy per Year	1740.00	1740.00
8.2.8	Shift Relief Factor	1.678	1.678
8.3.1	Total Number of Deputies	3.57	1.43
8.3.2	Total Number of Supervisors	0.59	0.24
8.3.3	Total Number of Deputies and Supervisors	4.16	1.66
8.4	Policy Number of Command and Support Staff	0.0	0.0
		RECOMMENDED	MINIMUM
8.5.1	Number of Deputies	3.57	1.43
8.5.2	Number of Field Supervisors	0.59	0.24
8.5.3	Number of Command and Support Staff	0.0	0.0
8.5.4	Total Staff Required	4.16	1.66

New Well Construction Guidance

A review of procedures for new well construction resulted in a major clarification to our DWRP Project Plan Preparation Guidance in October 2002. A new section has been added to the guidance (Selected Alternative – IIIC) which provides information to address the interface of new well construction in the DWRP program with our existing state environmental review process. **Careful and timely adherence to these procedures will greatly minimize the chances of project delays and the potential exclusion of project costs from funding.**

For a well project, the activities associated with the drilling may constitute a major part of the disruption anticipated to occur at the site. Consequently, prior to the drilling of the large-diameter test well and observation wells, water suppliers **MUST** obtain reviews and clearances from the following agencies:

- U.S. Fish & Wildlife Service
- DNR Michigan Natural Features Inventory (Wildlife Division)
- State Historic Preservation Officer
- DEQ Geological and Land Management Division

An approval to drill a test well from your district engineer does NOT address the clearances that are required to verify that the resources regulated by these agencies will not be adversely impacted by the drilling activities. Any drilling activities initiated ahead of obtaining the required clearances will render all costs associated with the test/production well ineligible for funding under the DWRP program.

A DWRP program applicant should plan on 45 days for the reviews to be completed. If there is more than one site being considered, clearances for multiple sites should be requested concurrently. Information regarding environmental reviews can be found in the Project Plan Preparation Guidance in the following attachments:

Attachment A – Applicant Actions Related to Project Planning

Attachment B – Information Needed for a State Historic Preservation Office Project Review

If surveys (wetlands, archeological, biological/botanical) are needed to fully assess the presence of environmentally sensitive areas, special attention should be paid to the time of year the surveys need to be done to correlate the required clearances with the milestone deadlines in the desired funding quarter.

In addition to the time required for environmental clearances, your schedule will also need to include sufficient time to complete the hydrogeological analysis on the test well and to accommodate its review and approval by the Groundwater Section of the Water Division. As the hydrogeological analysis is necessary to confirm the suitability of the site for a production well, its approval must occur prior to our publication of the

environmental assessment and approval of the project plan. It is estimated that the well approval process, starting with the initial environmental contacts and culminating in the issuance of an Act 399 permit for the production well, can consume six months. Applicants should plan accordingly so that desired construction start dates can be met.

Evaluation of Community Water Supply - Water System Review Summary						
Name of Supply:		Village of Dexter Water Supply		WSSN:		1810
County:		Washtenaw County		District:		32
Evaluator:		B. Skinker		Date:		5/15/2007
Overall Rating	Satisfactory:	Marginal:	Deficient:			
			N/A	Sat.	Marg.	Def.
General						
	Operator Certification			X		
	Ownership			X		
Source						
	Well Construction & Maintenance			X		
	Standby Power			X		
	Isolation			X		
	Capacity	(firm well capacity is < than max. day demand)			X	
Storage						
	Construction			X		
	Controls			X		
	Maintenance			X		
	Capacity	(less than ave. day demand)			X	
Distribution						
	Interconnections with other Supplies		X			
	Pump Stations		X			
	Operational Concerns & Maintenance			X		
	Hydrants			X		
	Valves				X	
	Customer Service Information			X		
Program Compliance						
	Cross Connections			X		
	Annual Pumpage Reports/MORs			X		
	CCR			X		
	Contingency Plan			X		
	General Plan			X		
	Reliability Study			X		
	Permits			X		
	Capacity Development		X			
Monitoring						
	Bacteriological			X		
	Chemical			X		
	Lead/Copper			X		
	Radiological			X		
Treatment						
	Disinfection			X		
	Phosphate Addition		X			
	Fluoride		X			
	Iron/Manganese Removal	(firm cap. < than max day)			X	

DWRF Advantages

Financing projects through the DWRF program has several key advantages:

- ◆ The interest rate is set below market rates each year.
- ◆ Loans have a 20-year repayment period (which may be extended to 30 years for disadvantaged communities).
- ◆ The DWRF can provide a one-stop source of funding for eligible project costs.
- ◆ Quick turn-around reviews are provided by DEQ and MMBA staff.
- ◆ The DWRF provides loans to cover planning costs, which may be forgiven for qualifying disadvantaged communities.
- ◆ Project management staff are assigned to work with each potential borrower early in the project planning stage.

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Michigan Department of Environmental Quality

The Michigan Department of Environmental Quality (MDEQ) will not discriminate against any individual or group on the basis of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Questions or concerns should be directed to the MDEQ Office of Personnel Services, PO Box 30473, Lansing, MI 48909.

Program Administration

Administration of the DWRF Program requires a partnership between various state agencies. Program administrators, technical staff, and finance specialists must all work together to manage Michigan's resources and protect public health.

Administration issues are handled by:

Chip Heckathorn, Chief
Revolving Loan and Operator Certification Section
Environmental Science and Services Division, DEQ
517-373-4725
Email: heckathc@michigan.gov

Technical issues are addressed by:

Jim Cleland, Assistant Chief
Water Bureau, DEQ
517-241-1287
Email: clelandj@michigan.gov

Financial issues are handled by:

Thomas Letavis, Executive Director
Michigan Municipal Bond Authority
Michigan Department of Treasury
517-335-0994
Email: treas.mmba@michigan.gov

Additional program information, including a PowerPoint presentation, is located at:
www.michigan.gov/deq

Drinking Water Revolving Fund



Michigan Department of
Environmental Quality
Jennifer M. Granholm, Governor
Steven E. Chester, Director
www.michigan.gov



REVOLVING LOAN AND OPERATOR
CERTIFICATION SECTION
Environmental Science and
Services Division
P.O. Box 30457

Lansing, Michigan 48909-7957
517-373-2161 (voice)
517-335-0743 (fax)

Purpose

The Drinking Water Revolving Fund (DWRF) is a low-interest loan program created to assist Michigan water suppliers in satisfying requirements of the Safe Drinking Water Act (SDWA). Qualified water suppliers may apply to borrow funds to plan, design, and construct eligible drinking water projects.

Program Background

On August 2, 1996, Congress reauthorized the SDWA and included provisions to establish the DWRF. This program is modeled after the Clean Water State Revolving Fund for wastewater projects. To implement its DWRF, Michigan adopted legislation to add Part 54 to the Natural Resources and Environmental Protection Act, P.A. 451 of 1994.

Each state must operate its DWRF in accordance with federal and state laws and regulations. Eligibility requirements, rates of interest, prioritization for funding, and application procedures are among the areas of flexibility afforded to the states.

The federal government has authorized DWRF capitalization funds since Fiscal Year 1998 and Michigan anticipates continued capitalization from EPA. The state must provide a 20 percent match to receive these federal funds.

Environmental Assistance Center

1-800-662-9278

Who Qualifies for a Loan?

Either a community water supply, or a non-profit water supply that operates as a non-profit entity can qualify to receive DWRF assistance.

How can we apply?

Eligible water suppliers must first submit a project plan to be ranked on the state's annual Project Priority List (PPL).

A project plan must document an environmental and/or public health problem. It must also include an analysis of alternatives and an evaluation of environmental impacts.

It is strongly advised that potential loan applicants contact the Revolving Loan and Operator Certification Section before they embark on the planning process. A project manager can then be assigned to assist the applicant in identifying applicable planning requirements and developing the project plan.

When is a project ranked on the PPL?

May 1 of each year is the annual cut-off date for submission of new project plans. Those water suppliers that satisfactorily complete plans are ranked on the PPL that will go into effect the following October 1. The PPL is derived from criteria identified in PA 451 of 1994, and ranks projects using the following factors:

- ◆ Drinking water quality
- ◆ System reliability as outlined in Act 399
- ◆ Population
- ◆ Disadvantaged community status
- ◆ Consolidation with a regional system

What is the process to receive a loan?

Based on the funding available each year, the Department of Environmental Quality (DEQ) develops a Project Priority List of water suppliers eligible to receive assistance. The DEQ will notify each water supplier as funds become available, and a project manager and the water supplier then must negotiate a milestone schedule that is designed to accomplish each step in the application process. The specific date for loan closing depends upon this schedule. Generally, loan closings are scheduled for December, March, June, and September.

The loan is handled as a municipal bond issued by the applicant community. The bond must have an investment-grade rating, and is subject to all applicable state and federal requirements associated with municipal finance/debt activity. A bond attorney must be involved, and communities typically retain a financial advisor to assist them through the financing process.

What types of projects will qualify?

Public water supply projects will consist of facilities through which water is obtained, stored, treated or distributed, including any of the following:

- ◆ wells and well structures
- ◆ intake structures and cribs
- ◆ pumping stations
- ◆ treatment plants
- ◆ storage tanks
- ◆ pipelines and appurtenances

ITEM J-1

<i>"This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."</i>			

VENDOR APPROVAL SUMMARY REPORT

Date: 06/07/2007

Time: 10:59am

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	CREDIT	890.00	0.00
ANN ARBOR LANDSCAPING INC.	AA LANDSCA	TREES	900.00	0.00
SCOTT BELL	SCOTT BELL	PLANNING COMM VOID PR	560.00	0.00
BELLA GARDENS	BELLA GARD	WATER BAGS	80.00	0.00
JOHN BELLEFLEUR	J BELLEFLE	PLANNING COMM VOID PR	200.00	0.00
ROBERT BULMAN	ROBERT BUL	LABOR	330.00	0.00
CARDINAL GARDENS	CARDINAL	GENERAL GROUND WORK	3,438.00	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	UMRC	1,550.00	0.00
CHELSEA LUMBER COMPANY	CHEL LUMB	06/05/07	182.49	0.00
KIM CLUGSTON	K CLUGSTON	PLANNING COMM VOID PR	640.00	0.00
COMPUTER ALLEY WEST	COMPUTER W	MODEM	34.00	0.00
CULVER COMPANY	CULVER COM	LEAK TABLETS	1,143.19	0.00
DEXTER AREA CHAMBER	DEX CHAMBE	CHAMBER AGREEMENT	250.00	0.00
DEXTER CARDS & GIFTS SHOP	DEX CARDS	THANK YOU NOTES	11.79	0.00
DEXTER MILL	DEX MILL	CONCRETE	115.00	0.00
DEXTER SENIOR CITIZENS CENTER	DEX SENIOR	RENT	200.00	0.00
DIUBLE EQUIPMENT INCORPORATED	DIUBLE EQU	FIN CHARGE	72.32	0.00
DOAN COMPANIES	DOAN	CONCRETE	602.00	0.00
DORNBOSS SIGN & SAFETY INC.	DORNBOSS	ROAD WORK	400.45	0.00
DOUG HIGGINS	HIGGINS DO	MANHOLES STORM SEWER	17,650.00	0.00
DR. BARBARA WEHR	WEHR	PATIENT: AMANDA KNAPP	98.50	0.00
DR. ROBERT LOVE DDS	ROBERT LOV	PATIENT: HANNAH WHITLEY	57.50	0.00
DR. ROBERT TURCK DDS	TURCK DDS	PATIENT: ANNA AIKEN	35.00	0.00
DTE ENERGY	DET EDISON	3219 953 0001 9	57.06	0.00
DTE ENERGY OUTDOOR LIGHTING	DTE OUTDOO	3219 953 0018 3	10.82	0.00
DYKEMA GOSSETT PLLC	DYKEMA	MILL CREEK DR APRIL SERVICES	2,677.15	0.00
ETNA SUPPLY CO	ETNA SUPPL	METER PARTS	2,504.10	0.00
STEVE GIVEN	STEVE GIVE	PARTS	556.59	0.00
GRAINGER	GRAING	CABINET	3,516.93	0.00
GRIFFIN PEST CONTROL INC	PEST CONTR	8140 MAIN	100.00	0.00
GRISSOM JANITORIAL	GRISSOM	MAY 07'	320.00	0.00
HACKNEY HARDWARE	HACKNEY	SPRAY PAINT	434.32	0.00
HURON RIVER WATERSHED COUNCIL	HURON RIVE	MEMBERSHIP DUES	400.00	0.00
J&B FLEET-INDUSTRIAL SUPPLY	J&B	GLASS CLEANER	42.87	0.00
JOHN DEERE LANDSCAPES	JOHN DEERE	nozzle	66.92	0.00
JOHN'S SANITATION	JOHNS SAN	PARKS	375.00	0.00
MARY KIMMEL	KIMMEL	PLANNING COMM VOID PR	680.00	0.00
MATT KOWALSKI	M KOWALSKI	PLANNING COMM " "	560.00	0.00
ERIC LOVELL	E LOVELL	PLANNING COMM " "	40.00	0.00
MATT MCCORMACK	MATT MCORM	PLANNING COMM " "	560.00	0.00
MCI	MCI	LONG DISTANCE	13.77	0.00
MICHIGAN DEPT OF LABOR AND ECO	LABOR ECON	BOILER DIVISION	65.00	0.00
MICHIGAN SIGNS INC.	MICH SIGNS	BANNER	73.61	0.00
MILLER, CANFIELD, PADDOCK &	MILLER CAN	MATTER #022911/00019	58.00	0.00
NATIONAL CITY BANK	NAT CITY P	LEASE	650.00	0.00
NEOPOST	NEOPOST	POSTAGE SCALE	243.00	0.00
NORTH CENTRAL LABORATORIES	NCL	CHEMICALS	286.10	0.00
PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	FLUID	217.98	0.00
THOMAS PHILLIPS	T PHILLIPS	PLANNING COMM VOID PR	480.00	0.00
RICOH AMERICAS CORPORATION	RICHOH AME	COPIER	440.82	0.00
RITE-TECH ENTERPRISES INC.	RITE TECH	PARTS	1,014.85	0.00
S.F. STRONG	SF STRONG	TISSUE	220.48	0.00
SPEARS FIRE & SAFETY SERVICES	SPEARS FIR	INSPECTION	50.00	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	OFFICE SUPPLIES	134.04	0.00
TECH RESOURCES, INC.	TECH RESOU	POWERCOM KING	96.80	0.00
RAY TELL	R TELL	PLANNING COMM VOID PR	320.00	0.00
UIS PROGRAMMABLE SERVICES INC	UIS PROGRA	WONDERWARE	8,175.30	0.00
US BANK CORPORATE TRUST	US	GO TAX REFUNDING BOND 2	250.00	0.00
VARNUM, RIDDERING, SCHMIDT	VARNUM, RI	VIDEO FRANCHISE	1,180.05	0.00
WASHTENAW COUNTY CONSORTIUM	W CTY CON	DUES 2007	75.00	0.00
WASHTENAW COUNTY TREASURER	W CTY TREA	LAW ENFORCEMENT	26,910.82	0.00
WESTERN-WASH. AREA VALUE EXPR.	CATS	DOOR TO DOOR	1,416.33	0.00
DERK WILCOX	D WILCOX	PLANNING COMM VOID PR	480.00	0.00

Grand Total: 85,193.95 0.00

- 4520

\$ 80,673.95

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Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Village Council						
101-101.000-943.000	Council Ch	DEXTER SENIOR CITIZENS CENTER RENT	0	06/05/07	06/05/2007	150.00
101-101.000-958.000	Membership	DEXTER AREA CHAMBER CHAMBER AGREEMENT	0	06/05/07	06/05/2007	250.00
101-101.000-958.000	Membership	HURON RIVER WATERSHED COUNCIL MEMBERSHIP DUES	0	924	06/05/2007	400.00
101-101.000-958.000	Membership	WASHTENAW COUNTY CONSORTIUM DUES 2007	0	06/06/07	06/06/2007	75.00
Total Village Council						875.00
Dept: Village Manager						
101-172.000-721.000	Health & L	DR. ROBERT TURCK DDS PATIENT: ANNA AIKEN	0	06/06/07	06/06/2007	35.00
101-172.000-721.000	Health & L	DR. BARBARA WEHR PATIENT: AMANDA KNAPP	0	06/06/07	06/06/2007	98.50
101-172.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE OFFICE SUPPLIES	0	8006891215	06/06/2007	134.04
Total Village Manager						267.54
Dept: Attorney						
101-210.000-810.000	Attorney F	DYKEMA GOSSETT PLLC MILL CREEK DR	0	1158225	06/05/2007	2,677.15
101-210.000-810.000	Attorney F	MILLER, CANFIELD, PADDOCK & MATTER #022911/00019	0	896745	06/06/2007	58.00
101-210.000-810.000	Attorney F	VARNUM, RIDDERING, SCHMIDT VIDEO FRANCHISE	0	730502	06/06/2007	1,180.05
Total Attorney						3,915.20
Dept: Village Treasurer						
101-253.000-727.000	Office Sup	DEXTER CARDS & GIFTS SHOP THANK YOU NOTES	0	1086	06/05/2007	11.79
101-253.000-977.000	Equipment	TECH RESOURCES, INC. POWERCOM KING	0	5826	06/06/2007	96.80
Total Village Treasurer						108.59
Dept: Buildings & Grounds						
101-265.000-727.000	Office Sup	HACKNEY HARDWARE KLEENEX	0	780694	06/05/2007	7.94
101-265.000-727.000	Office Sup	HACKNEY HARDWARE ROPE	0	780801	06/05/2007	1.49
101-265.000-935.000	Bldg Maint	CHELSEA LUMBER COMPANY 06/05/07	0	001-857934	06/05/2007	32.54
101-265.000-935.001	Office Cle	GRISSOM JANITORIAL MAY 07'	0	142	06/05/2007	320.00
101-265.000-936.000	Equip Serv	RICOH AMERICAS CORPORATION COPIER	0	91238607	06/06/2007	440.82
101-265.000-937.000	Equip Main	NEOPOST POSTAGE SCALE	0	42688263	06/06/2007	243.00
101-265.000-943.001	Office Spa	NATIONAL CITY BANK LEASE	0	06/06/07	06/06/2007	650.00
Total Buildings & Grounds						1,695.79
Dept: Village Tree Program						
101-285.000-731.000	Landscape	BELLA GARDENS WATER BAGS	0	06/05/07	06/05/2007	80.00
101-285.000-731.000	Landscape	DEXTER MILL CONCRETE	0	18665	06/05/2007	115.00
Total Village Tree Program						195.00
Dept: Law Enforcement						
101-301.000-803.000	Contracted	WASHTENAW COUNTY TREASURER LAW ENFORCEMENT	0	06/06/07	06/06/2007	26,910.82
101-301.000-935.000	Bldg Maint	CHELSEA LUMBER COMPANY KEYPAD	0	001-855888	06/05/2007	149.95
101-301.000-935.000	Bldg Maint	HACKNEY HARDWARE SUB STATION	0	781020	06/05/2007	94.90
101-301.000-935.000	Bldg Maint	HACKNEY HARDWARE CHIME KIT	0	K80945	06/05/2007	82.96
Total Law Enforcement						27,238.63

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Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Fire Department						
101-336.000-935.000	Bldg Maint	GRIFFIN PEST CONTROL INC 8140 MAIN	0	467043	06/06/2007	100.00
Total Fire Department						100.00
Dept: Planning Department						
101-400.000-706.000	Plan Comm	SCOTT BELL PLANNING COMM	0	06/06/07	06/06/2007	560.00
101-400.000-706.000	Plan Comm	MATT MCCORMACK PLANNING COMM	0	06/06/07	06/06/2007	560.00
101-400.000-706.000	Plan Comm	ERIC LOVELL PLANNING COMM	0	06/06/07	06/06/2007	40.00
101-400.000-706.000	Plan Comm	MARY KIMMEL PLANNING COMM	0	06/06/07	06/06/2007	680.00
101-400.000-706.000	Plan Comm	MATT KOWALSKI PLANNING COMM	0	06/06/07	06/06/2007	560.00
101-400.000-706.000	Plan Comm	RAY TELL PLANNING COMM	0	06/06/07	06/06/2007	320.00
101-400.000-706.000	Plan Comm	KIM CLUGSTON PLANNING COMM	0	06/06/07	06/06/2007	640.00
101-400.000-706.000	Plan Comm	THOMAS PHILLIPS PLANNING COMM	0	06/06/07	06/06/2007	480.00
101-400.000-706.000	Plan Comm	DERK WILCOX PLANNING COMM	0	06/06/07	06/06/2007	480.00
101-400.000-706.000	Plan Comm	JOHN BELLEFLEUR PLANNING COMM	0	06/06/07	06/06/2007	200.00
101-400.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES APRIL 07 SERVICES	0	275-101	06/05/2007	390.00
Total Planning Department						4,910.00
Dept: Department of Public Works						
101-441.000-721.000	Health & L	DR. ROBERT LOVE DDS PATIENT: HANNAH WHITLEY	0	06/06/07	06/06/2007	57.50
101-441.000-740.000	Operating	GRAINGER PLATFORM WORK	0	9375307619	06/05/2007	542.50
101-441.000-740.000	Operating	GRAINGER CABINET	0	9373595348	06/05/2007	789.32
101-441.000-740.000	Operating	HACKNEY HARDWARE PLIERS	0	781671	06/05/2007	10.48
101-441.000-740.000	Operating	HACKNEY HARDWARE OIL	0	781576	06/05/2007	5.99
101-441.000-740.000	Operating	HACKNEY HARDWARE RAT TRAP	0	781652	06/05/2007	11.78
101-441.000-740.000	Operating	HACKNEY HARDWARE GLOSSY BLACK	0	781679	06/05/2007	12.07
101-441.000-740.000	Operating	HACKNEY HARDWARE NOZZLE	0	781444	06/05/2007	19.98
101-441.000-740.000	Operating	HACKNEY HARDWARE SPRAY PAINT	0	781083	06/05/2007	9.98
101-441.000-740.000	Operating	J&B FLEET-INDUSTRIAL SUPPLY GLASS CLEANER	0	259675	06/06/2007	21.43
101-441.000-937.000	Equip Main	DIUBLE EQUIPMENT INCORPORATED V BELT	0	39736	06/05/2007	13.20
101-441.000-937.000	Equip Main	DIUBLE EQUIPMENT INCORPORATED FITTINGS	0	40634	06/05/2007	31.17
101-441.000-937.000	Equip Main	PARTS PEDDLER AUTO SUPPLY FUEL HOSE	0	357122	06/06/2007	4.69
101-441.000-937.000	Equip Main	PARTS PEDDLER AUTO SUPPLY SCENT	0	356169	06/06/2007	4.00
101-441.000-937.000	Equip Main	DIUBLE EQUIPMENT INCORPORATED FIN CHARGE	0	06/06/07	06/07/2007	0.50
101-441.000-939.000	Vehicle Ma	HACKNEY HARDWARE LAG SCREWS	0	780718	06/06/2007	31.58
101-441.000-939.000	Vehicle Ma	STEVE GIVEN LABOR	0	06/06/07	06/06/2007	480.00
101-441.000-939.000	Vehicle Ma	STEVE GIVEN PARTS	0	06/06/07	06/06/2007	76.59
101-441.000-939.000	Vehicle Ma	ROBERT BULMAN LABOR	0	06/06/07	06/06/2007	330.00
101-441.000-939.000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY FITTINGS	0	357042	06/06/2007	10.09

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Fund	GL Number	Vendor Name	Check	Invoice	Due	
Department	Abbrev	Invoice Description	Number	Number	Date	Amount
Account						
Fund: General Fund						
Dept: Department of Public Works						
101-441.000-939.000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY	0		06/06/2007	8.58
		FLUID		356977		
101-441.000-939.000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY	0		06/06/2007	132.26
		FITTINGS		357024		
101-441.000-939.000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY	0		06/06/2007	12.87
		FLUID		356954		
101-441.000-939.000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY	0		06/06/2007	25.54
		BRASS UNION		356844		
101-441.000-939.000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY	0		06/06/2007	19.95
		FLUID		356750		
101-441.000-939.000	Vehicle Ma	RITE-TECH ENTERPRISES INC.	0		06/06/2007	917.51
		TRUCK MAINTENANCE		4592		
101-441.000-939.000	Vehicle Ma	RITE-TECH ENTERPRISES INC.	0		06/06/2007	97.34
		PARTS		4590		
					Total Department of Public Works	3,676.90
Dept: Downtown Public Works						
101-442.000-731.000	Landscape	ANN ARBOR LANDSCAPING INC.	0		06/05/2007	675.00
		TREES		06/05/07		
101-442.000-740.000	Operating	JOHN DEERE LANDSCAPES	0		06/05/2007	66.92
		nozzle		12141575		
101-442.000-740.000	Operating	HACKNEY HARDWARE	0		06/05/2007	14.47
		GOTHIC STENCIL		781135		
101-442.000-740.000	Operating	S.F. STRONG	0		06/06/2007	115.26
		LINERS		138910-00		
101-442.000-802.000	Profession	CARDINAL GARDENS	0		06/05/2007	3,438.00
		GENERAL GROUND WORK		512		
101-442.000-802.000	Profession	DEXTER SENIOR CITIZENS CENTER	0		06/05/2007	50.00
		RENT		06/05/07		
					Total Downtown Public Works	4,359.65
Dept: Solid Waste						
101-528.000-740.000	Operating	HACKNEY HARDWARE	0		06/05/2007	4.49
		MISC		781119		
					Total Solid Waste	4.49
Dept: Parks & Recreation						
101-751.000-944.000	Portable T	JOHN'S SANITATION	0		06/06/2007	375.00
		PARKS		23098		
101-751.000-955.000	Miscellaneous	MICHIGAN SIGNS INC.	0		06/06/2007	73.61
		BANNER		10369		
					Total Parks & Recreation	448.61
Dept: Contributions						
101-875.000-965.001	CATS	WESTERN-WASH. AREA VALUE EXPR.	0		06/05/2007	833.00
		PUBLIC TRANSPORTATION		06/05/07		
101-875.000-965.004	WAVE	WESTERN-WASH. AREA VALUE EXPR.	0		06/05/2007	583.33
		DOOR TO DOOR				
					Total Contributions	1,416.33
					Fund Total	49,211.73
Fund: Major Streets Fund						
Dept: Contracted Road Construction						
202-451.000-803.000	Contracted	DOUG HIGGINS	0		06/05/2007	17,650.00
		MANHOLES		06/05/07		
					Total Contracted Road Construction	17,650.00
Dept: Routine Maintenance						
202-463.000-740.000	Operating	GRAINGER	0		06/05/2007	2,185.11
		OIL EVACUATION DRAIN		9371620924		
					Total Routine Maintenance	2,185.11
Dept: Traffic Services						
202-474.000-740.000	Operating	DORNBOS SIGN & SAFTEY INC.	0		06/05/2007	200.00
		ROAD WORK		36261		
					Total Traffic Services	200.00

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Fund	GL Number	Vendor Name	Check	Invoice	Due	
Department	Abbrev	Invoice Description	Number	Number	Date	Amount
Account						
Fund: Major Streets Fund						
					Fund Total	20,035.11
Fund: Local Streets Fund						
Dept: Traffic Services						
203-474.000-740.000	Operating	DORNBOS SIGN & SAFTEY INC.	0		06/05/2007	200.45
		ROAD WORK		36261		
203-474.000-740.000	Operating	HACKNEY HARDWARE	0		06/05/2007	18.65
		POLY INSERT		780948		
203-474.000-740.000	Operating	HACKNEY HARDWARE	0		06/05/2007	9.58
		CONCRETE		781132		
203-474.000-740.000	Operating	HACKNEY HARDWARE	0		06/05/2007	1.79
		HOSE		781012		
		Total Traffic Services				230.47
		Fund Total				230.47
Fund: Streetscape Debt Service Fund						
Dept: Streetscape						
303-570.000-992.000	Bond Fees	US BANK CORPORATE TRUST	0		06/06/2007	250.00
		GO TAX REFUNDING BOND 2		1912132		
		Total Streetscape				250.00
		Fund Total				250.00
Fund: Sewer Enterprise Fund						
Dept: Sewer Utilities Department						
590-548.000-740.000	Operating	HACKNEY HARDWARE	0		06/05/2007	6.58
		BULB		780683		
590-548.000-740.000	Operating	HACKNEY HARDWARE	0		06/05/2007	42.46
		SPONGE		781537		
590-548.000-740.000	Operating	J&B FLEET-INDUSTRIAL SUPPLY	0		06/06/2007	21.44
		GLASS CLEANER		259675		
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION	0		06/05/2007	1,310.00
		CHEMICALS		0379197		
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION	0		06/05/2007	-420.00
		CREDIT		0379198		
590-548.000-743.000	Chem Lab	NORTH CENTRAL LABORATORIES	0		06/06/2007	286.10
		CHEMICALS		218361		
590-548.000-802.000	Profession	MICHIGAN DEPT OF LABOR AND ECO	0		06/06/2007	65.00
		BOILER DIVISION		BLR0613301		
590-548.000-802.000	Profession	SPEARS FIRE & SAFETY SERVICES	0		06/06/2007	50.00
		INSPECTION		602528		
590-548.000-802.000	Profession	UIS PROGRAMMABLE SERVICES INC	0		06/06/2007	8,175.30
		WONDERWARE		X530330183		
590-548.000-901.000	Printing &	S.F. STRONG	0		06/06/2007	105.22
		TISSUE		138793-00		
590-548.000-920.000	Utilities	MCI	0		06/06/2007	13.77
		LONG DISTANCE		06/06/07		
590-548.000-920.000	Utilities	DTE ENERGY	0		06/06/2007	57.06
		3219 953 0001 9		06/06/07		
590-548.000-937.000	Equip Main	DIUBLE EQUIPMENT INCORPORATED	0		06/05/2007	27.45
		TRIMMER		41403		
590-548.000-977.000	Equipment	COMPUTER ALLEY WEST	0		06/05/2007	34.00
		MODEM		66621		
		Total Sewer Utilities Department				9,774.38
		Fund Total				9,774.38
Fund: Water Enterprise Fund						
Dept: Water Utilities Department						
591-556.000-740.000	Operating	HACKNEY HARDWARE	0		06/05/2007	7.57
		BIT		781985		
591-556.000-740.000	Operating	HACKNEY HARDWARE	0		06/05/2007	6.28
		ROUND UP		781428		
591-556.000-740.000	Operating	HACKNEY HARDWARE	0		06/05/2007	19.98
		MARKING FLAG		780968		

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Fund	GL Number	Vendor Name	Check	Invoice	Due	
Department	Abbrev	Invoice Description	Number	Number	Date	Amount
<hr/>						
Fund: Water Enterprise Fund						
Dept: Water Utilities Department						
591-556.000-740.000	Operating	HACKNEY HARDWARE	0		06/05/2007	7.73
		ROPE		781110		
591-556.000-741.000	Road Repai	DOAN COMPANIES	0		06/05/2007	602.00
		CONCRETE		158124		
591-556.000-920.000	Utilities	DTE ENERGY OUTDOOR LIGHTING	0		06/06/2007	10.82
		3219 953 0018 3		06/06/07		
591-556.000-937.000	Equip Main	HACKNEY HARDWARE	0		06/05/2007	5.59
		SCREWS		781337		
591-556.000-961.000	Wellhead P	CULVER COMPANY	0		06/05/2007	1,143.19
		LEAK TABLETS		38864		
591-556.000-977.000	Equipment	ETNA SUPPLY CO	0		06/05/2007	464.10
		METER READING PARTS		1390486		
591-556.000-977.000	Equipment	ETNA SUPPLY CO	0		06/05/2007	2,040.00
		METER PARTS		1396940		
Total Water Utilities Department						4,307.26
Fund Total						4,307.26
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Fund: Trust & Agency Fund						
Dept: Assets, Liabilities & Revenue						
701-000.000-253.048	Dexter Ret	CARLISLE-WORTMAN ASSOCIATES	0		06/05/2007	700.00
		UMRC		275-102		
701-000.000-253.050	Dexter Fit	CARLISLE-WORTMAN ASSOCIATES	0		06/05/2007	460.00
		DEXTER FITNESS CENTER		275-103		
701-000.000-255.000	Cust Depos	ANN ARBOR LANDSCAPING INC.	0		06/05/2007	225.00
		TREES		06/05/07		
Total Assets, Liabilities & Revenue						1,385.00
Fund Total						1,385.00
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Grand Total						85,193.95

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: June 11, 2007
Re: Item K-1

AGENDA 6-11-07

ITEM K-1

Follow-up 425 Agreement with Scio Township

(1) Attached is an email I received from Charles Nielsen on June 1, 2007 regarding a date to have a joint meeting between the boards to discuss the Gordon Hall property 425 Agreement. I had suggested that Monday, June 18th would work, and although this is the date for the next CAPT/DART meeting this seems to be a date that our entire Boards are not otherwise committed. Mr. Nielsen did not propose another date to work with. However, he did commit to proposing this date to his Board and he will get back with me if he can get a quorum to meet on Monday, June 18th at 7:00 p.m. Location TBD. Let me know if this date works for most of you.

(2) I also received an email from Paul Bishop asking that Dexter pay the March 1 contribution, as the June 1st date he proposed in an email to Shawn had come and gone. I included a copy of the email Mr. Bishop refers to for your reference, as well as the motion that was made by Council subsequent to the receipt of the email. Mr. Bishop proposes that we can make arrangements for repayment if other things don't get worked out.

* I am recommending that Council make a motion to release the \$20,000 payment at this time. I believe we can make arrangements that will not harm the Village's financial position with the DAHS&M in the future as issues regarding the Dexter-Pinckney Road easement and the partial tax abatement are worked out. Allison Bishop and I are meeting with Kate Collins and the Miller Canfield Attorney on Tuesday, June 12th to work on the partial tax abatement matter. We are hopeful that a proposal will be ready for Council review at the June 25th meeting.

(3) As requested at the last meeting Donna Fisher forwarded the most up to date copy of the conservation easement for the packet. This document is included for your review, and it does include "Right to Convey" language on page 5.

Our Attorney suggested that it might not be appropriate to include easement language in the 425 agreement the Village and Scio are attempting to work out over the Gordon Hall property. The parties to the easement agreement are the Village and DAHS&M not the Village and Scio Township. He recommended that language in the 425 agreement could provide that "Nothing in this 425 Agreement shall prohibit the village from securing an easement from DAHS&M for the realignment of Dexter-Pinckney Road as may be needed to complete Phase 2 of the Mill Creek Bridge Project.

Please contact me if you have any questions.

Donna Dettling

From: Charles D. Nielsen [CNIelsen@twp.scio.mi.us]
Sent: Friday, June 08, 2007 10:01 AM
To: Donna Dettling
Subject: RE: Joint Dexter/Scio meeting

Sorry to hold you up Donna. I sent an email to our Board right after you're first request, but have only heard back from two of them. I just sent a reminder with a request to answer ASAP. My suspicion is that we will get at least one more and then we would have quorum. Even if we do not, we could still go on with the discussion, so let's go ahead and schedule it. I will reserve our Scio meeting room, and put a notice out in our public display case. I look forward to working with you.

Respectfully,
Charles Nielsen
 Supervisor, Scio Township

From: Donna Dettling [mailto:ddettling@villageofdexter.org]
Sent: Thursday, June 07, 2007 5:03 PM
To: Charles D. Nielsen
Subject: RE: Joint Dexter/Scio meeting

Charles,
 Were you able to confirm with your Board that June 18th at 7:00 p.m. was acceptable? I would like to let my Board know at our meeting on Monday night that this is a GO!
 Location TBD??? Can Scio host???

Donna Dettling
 Village Manager
 8140 Main Street
 Dexter, MI 48130
 Ph# 734-426-8303 X11
 Fax# 734-426-5614

-----Original Message-----

From: Charles D. Nielsen [mailto:CNIelsen@twp.scio.mi.us]
Sent: Friday, June 01, 2007 5:55 PM
To: Township Board
Cc: Donna Dettling; Paul Bishop
Subject: Joint Dexter/Scio meeting

As I mentioned at our last Board meeting, Dexter needs to meet with us to discuss the Main Street Bridge, new viaduct, and particularly how these effect the Gordon Hall easement and agreement. Donna Dettling has asked if we can hold a joint Scio Board/Village Council meeting at 7:00 PM, June 18. I would like to go ahead and do this so we can move forward. Therefore, I am hoping enough Board members can attend to have quorum. I am also inviting Paul Bishop because he is involved, and familiar with the easement language, etc. Please respond ASAP. Thanks, and I hope you all have a fine weekend.

Respectfully,
Charles Nielsen
 Supervisor, Scio Township

6/8/2007

Donna Dettling

From: Donna Dettling [ddettling@villageofdexter.org] on behalf of Donna Dettling
Sent: Thursday, June 07, 2007 5:03 PM
To: 'Charles D. Nielsen'
Subject: RE: Joint Dexter/Scio meeting

Charles,
Were you able to confirm with your Board that June 18th at 7:00 p.m. was acceptable? I would like to let my Board know at our meeting on Monday night that this is a GO!
Location TBD??? Can Scio host???

Donna Dettling
Village Manager
8140 Main Street
Dexter, MI 48130
Ph# 734-426-8303 X11
Fax# 734-426-5614

-----Original Message-----

From: Charles D. Nielsen [mailto:CNielsen@twp.scio.mi.us]
Sent: Friday, June 01, 2007 5:55 PM
To: Township Board
Cc: Donna Dettling; Paul Bishop
Subject: Joint Dexter/Scio meeting

As I mentioned at our last Board meeting, Dexter needs to meet with us to discuss the Main Street Bridge, new viaduct, and particularly how these effect the Gordon Hall easement and agreement. Donna Dettling has asked if we can hold a joint Scio Board/Village Council meeting at 7:00 PM, June 18. I would like to go ahead and do this so we can move forward. Therefore, I am hoping enough Board members can attend to have quorum. I am also inviting Paul Bishop because he is involved, and familiar with the easement language, etc. Please respond ASAP. Thanks, and I hope you all have a fine weekend.

Respectfully,
Charles Nielsen
Supervisor, Scio Township

6/7/2007

Donna Dettling

From: Charles D. Nielsen [CNIelsen@twp.scio.mi.us]
Sent: Friday, June 01, 2007 5:46 PM
To: Donna Dettling
Subject: RE: Joint Meeting

June is closing up fast, so maybe we better try to grab that date while we have a chance. I will send the proposed date to our Board to see if we can get quorum. I will try for 7:00 PM. I assume this is to discuss the Main Street Bridge, new viaduct, and Gordon Hall easement?

I hope you have a good weekend. I will contact you after I get replies from our Board.

Respectfully,
Charles Nielsen
Supervisor, Scio Township

-----Original Message-----

From: Donna Dettling [mailto:ddettling@villageofdexter.org]
Sent: Thursday, May 31, 2007 5:13 PM
To: Charles D. Nielsen
Subject: RE: Joint Meeting

Charles,
The Village Board met on Tuesday and we discussed again the desire to have a joint meeting between the Boards. As you indicated in your email last week you would not be able to think about it until the first of June.

Please consider the third Monday in June, June 18th in the evening as a workable date. This is a CAPT/DART meeting date however, so if have another date please let me know at your earliest convenience.

Donna Dettling
Village Manager
8140 Main Street
Dexter, MI 48130
Ph# 734-426-8303 X11
Fax# 734-426-5614

-----Original Message-----

From: Charles D. Nielsen [mailto:CNIelsen@twp.scio.mi.us]
Sent: Tuesday, May 22, 2007 2:15 PM
To: Donna Dettling
Cc: Jim Seta (E-mail); Jim Seta (E-mail 2)
Subject: RE: Joint Meeting

As I stated last night I agree with having the discussions to work this out. I am going to keep your email on my desk to remind me to contact you for meeting next month. It is so hectic here right now I can't even think about it, but I will get back with you the first few days of June. I appreciate your patience.

Respectfully,
Charles Nielsen
Supervisor, Scio Township

-----Original Message-----

From: Donna Dettling [mailto:ddettling@villageofdexter.org]
Sent: Monday, May 21, 2007 11:53 AM

To: Charles D. Nielsen
Cc: Jim Seta (E-mail); Jim Seta (E-mail 2)
Subject: Joint Meeting

Charles,
Village Council asked that a joint meeting between the Boards take place to discuss and review a 425 agreement for the 30 acres of the Gordon Hall property that Scio is planning to sign a Conservation easement on. Our Attorney recommended the execution of a new 425 Agreement rather than an amendment to the existing 425 involving the School property. However, if Bill Fahey has come up with amendment language we are open to that as well.

The 425 Agreement provides per MCL 124.29 that while a contract under the 425 Act is in effect, another method of annexation or transfer shall not take place on any portion of an area transferred under the contract. This would protect Scio Township in the event the village's efforts toward City Status are successful.

At your earliest convenience, please let me know if there is a preferred date and time for this joint meeting.

Donna Dettling
Village Manager
8140 Main Street
Dexter, MI 48130
Ph# 734-426-8303 X11
Fax# 734-426-5614

Donna Dettling

From: Paul Bishop [bisins@yahoo.com]
Sent: Monday, June 04, 2007 12:27 PM
To: Donna Dettling
Subject: Gordon Hall

Donna, in my email to Shawn, I gave the Village an extension on the contribution to GH until June 1 which has come and gone. I think Dexter should pay the March 1 contribution and if other things work out, then we will make arrangements for the repayment.

Call me if there are questions. Thanks, Paul Bishop

Shape Yahoo! in your own image. [Join our Network Research Panel today!](#)

Donna Dettling

From: Keough, Shawn [SKEOUGH@WadeTrim.com]
Sent: Thursday, April 19, 2007 12:02 PM
To: Donna Dettling
Cc: Jim.Seta@skf.com
Subject: FW: Answer

Good morning Donna,

Here is an email I received this morning from Paul Bishop that may clarify the Dexter Historical Society's expectations from the Village regarding our future contributions. Please include it with the other emails that I have forwarded to you regarding this issue for discussion under item K-1.

Thank you,

Shawn

From: Paul Bishop [mailto:bisins@yahoo.com]
Sent: Thursday, April 19, 2007 9:21 AM
To: Keough, Shawn
Subject: Answer

Good Morning

Regarding the Village contribution, the \$20,000 due on March 1, 2007 can be delayed until the Village and UMRC work out the details on the Pilot program or June 1.

As I have said before, if UMRC and the Village work out the Pilot and UMRC enhances their contribution to GH, then GH will waive the \$100,000 of the remaining Village contribution. The Village and GH can discuss the ROW for the viaduct and connecting roads at that point. As you know, GH has earmarked \$100,000 for the ROW and will be advocates for the viaduct completion.

I hope this clears up any GH positions.

Paul Bishop

Ahhh...imagining that irresistible "new car" smell?
Check out [new cars at Yahoo! Autos.](#)

6/6/2007

4. Village Manager Report
Mrs. Dettling submits her report as per package.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$261,613.73

Motion Fisher, support Semifero to approve the consent agenda as presented..

Ayes: Tell, Carson, Cousins, Fisher, Semifero, Keough.

Nays: None

Motion carries

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of: RESOLUTION FOR THE PURPOSE OF ESTABLISHING THE VILLAGE'S POSITION ON THE REMAINING CONTRIBUTIONS TO THE DAHS&M PURCHASE OF GORDON HALL.

Motion Carson, support Fisher to postpone the consideration of the resolution re: Village's position on the remaining contributions to the DAHS&M purchase of the Gordon Hall property until the feasibility of the PILOT project is determined.

Ayes: Carson, Fisher, Tell, Keough

Nays: Cousins, Semifero.

Motion carries

L. NEW BUSINESS-Consideration of and Discussion of:

1. Discussion of: Amendment of the Conditional Transfer Document or 425 Agreement between the Village and Scio for the High School property to include the Gordon Hall property as an alternative to signing a reimbursement agreement with Scio.

Motion Cousins, support Carson to instruct the Village staff to investigate the practicality of a 425 agreement between the Village and Scio Township.

Ayes: Cousins, Fisher, Semifero, Tell, Carson, Keough.

CONSERVATION EASEMENT

EFFECTIVE DATE:

GRANTOR/OWNER AND ADDRESS: Dexter Area Historical Society and Museum
3443 Inverness
Dexter MI 48130

GRANTEES: Scio Township, a Michigan municipal corporation
827 N. Zeeb Rd.
Ann Arbor MI 48103

Webster Township, a Michigan municipal corporation
5665 Webster Church Rd.
Dexter MI 48130

For purposes of this Conservation Easement, the Grantor, who is the current Owner, and all subsequent Owners of all or a portion of the subject Property, will be referred to as the "Owner" throughout this Conservation Easement. Scio Township and Webster Township will be referred to as the "Grantees" throughout this Conservation Easement.

PROPERTY: In Scio Township, Washtenaw County, Michigan:

In Webster Township, Washtenaw County, Michigan:

(see legal description attached hereto as Exhibit A)

Parcel I.D. No(s) :

CONVEYANCE: The Owner conveys and warrants to the Grantees a perpetual Conservation Easement over the Property. The scope, terms and conditions of this Conservation Easement are set forth in this Conservation Easement. This conveyance is a grant from the Owner to the Grantees. As consideration for such grant, payments will be made to the as follows:

For Scio Township, \$20,000 a year for ten years, totalling \$200,000.
For Webster Township, \$10,000 a year for five years, totalling \$50,000.

THE OWNER AND THE GRANTEEES AGREE TO THE FOLLOWING:

A. PURPOSES OF THIS CONSERVATION EASEMENT AND COMMITMENTS OF THE OWNER AND THE GRANTEEES.

1. This Conservation Easement is made to assure that the Property will be perpetually preserved in its predominantly scenic, agricultural and open space condition. The purposes of this Conservation Easement are to protect the Property's natural resource and watershed values, prime agricultural soils, viewsheds and historic structures. Any uses of the Property which may impair or interfere with the Conservation Values (defined below) are expressly prohibited.

Deleted: , and the Property's historic structures are preserved

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2. For the purposes of this Conservation Easement, historic values embodied in certain buildings on the Property, and identified in the Baseline Report, shall be construed as part of, and consistent with, the scenic, agricultural and open space conservation values.

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3. The Owner is committed to preserving the Conservation Values of the Property and to protecting the Property's historic structures and scenic views that are important symbols of the surrounding community. The Owner shall confine use of the Property to activities consistent with both the express purposes of this Conservation Easement and the preservation of the Conservation Values.

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4. The Grantees are qualified recipients of this Conservation Easement, are committed to preserving the Conservation Values of the Property and are committed to upholding the terms of this Conservation Easement.

B. CONSERVATION VALUES. The Property possesses natural, scenic, agricultural, biological, historic and open space values of prominent importance to the Owner, the Grantees and the public. These values are referred to as the "Conservation Values" in this Conservation Easement. The Conservation Values include the following:

OPEN SPACE and SCENIC:

1. A scenic landscape and natural character which would be impaired by modification of the Property.
2. A scenic panorama visible to the public from publicly accessible sites which would be adversely affected by modifications of the natural habitat.
3. Relief from urban closeness.
4. Prominent visibility to the public from Island Lake Rd., which will enhance tourism if preserved in its natural state.
5. Biological integrity of other land in the vicinity has been modified by intense urbanization, which is expected to continue.

PUBLIC POLICY:

6. The State of Michigan has recognized the importance of protecting our natural resources as delineated in the 1963 Michigan Constitution, Article IV, Section 52: "The conservation and development of the natural resources of the state are hereby declared to be of paramount public concern in the interest of the health, safety and general welfare of the people. The legislature shall provide for the protection of the air, water and other natural resources of the state from pollution, impairment and destruction."
7. The Property is preserved pursuant to a clearly delineated federal, state or local conservation policy and yields a significant public benefit. The following legislation, regulations and policy statements establish relevant public policy:
 - a. Conservation and Historic Preservation Easement, Subpart 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.2140 *et seq.*;
 - b. Biological Diversity Conservation, Part 355 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.35501 *et seq.*; (Legislative Findings § 324.35502);
 - c. Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.30301 *et seq.*; (Legislative Findings MCL § 324.30302);
 - d. Water Pollution Control Act of 1972, 33 USC §§ 1251 - 1387 (§1251 Goals & Policy; § 1344 Wetlands permitting, a.k.a. "Section 404" Clean Water Act.);
 - e. Farmland and Open Space Preservation, Part 361 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.36101 *et seq.*;
 - f. Soil Conservation, Erosion and Sedimentation Control, Parts 91 & 93 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.9101 *et seq.*; 324.9301 *et seq.*; (Legislative Policy § 324.9302);
 - g. The United States Internal Revenue Code ("IRC"), at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c), 2055 and 2522 and under Treasury Regulations at Title 26 C.F.R. SS 1.170A-14 *et seq.*, as amended.
8. The Washtenaw County Historic District Commission has recognized the importance of the Property as an historical resource, by designating the Property

as an historic district in 2001. Particularly, the Property is the site of Gordon Hall, an historic structure and important community symbol, that is listed on the National Register of Historic Places.

9. Scio Township has designated its portion of the Property as "Open Space/-Agricultural/Residential" in its Master Land Use Plan dated October 8, 1996, as amended.
10. Webster Township has designated its portion of the Property as "Other Public Lands" in its Master Plan dated August 31, 2005
11. Scio Township has adopted the following documents as policy: Land Preservation Ordinance (2002-05, adopted 2/25/05), Zoning Ordinance (adopted 11/26/03, as amended), Wetland and Watercourse Protection and Restoration Ordinance (2005-01) and Open Space and Greenway Plan (adopted 10/19/04).
12. Webster Township has adopted the following documents as policy: Purchase of Development Rights Ordinance (2005-01, adopted August 16, 2005); and Zoning Ordinance (adopted October 18, 2005, as amended).

ECOLOGICAL / HABITAT:

13. The Property contains significant natural habitat in which wildlife, plants or the ecosystems which support them thrive in a natural state.
14. Valued Wetlands, as described in Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Code MCL 324.30301 et seq. are present on the Property.
15. The Property contains sustainable habitat for biodiverse vegetation, birds and terrestrial animals.
16. The Property contains natural wetland areas that provide habitat for aquatic invertebrates, reptiles, amphibians and aquatic and/or emergent vegetation.
17. Valued native forest land exists on the Property, which includes diverse native species, trees of many age classes and structural diversity, including a multi-story canopy, standing dead trees and downed logs.

WATERSHED PROTECTION:

18. The Property provides important natural land within the watershed of Mill Creek and the Huron River. Protection of the Property in its natural and open space condition helps to ensure the quality and quantity of water resources for the Dexter area.

ADJACENT TO PROTECTED LANDS:

19. The Property lies in proximity to the following conserved properties which similarly preserve the existing natural habitat: Smith Woods Park.
20. Preservation of the Property enables the Owner to integrate the Conservation Values with other neighboring lands.

FARMLAND:

21. The Property consists entirely of "prime farmland" and "farmland of local importance" as classified by the U.S. Department of Agriculture and the Natural Resources Conservation Service.
22. The Property has a long history of productive farming and contains significant areas with soil classifications designated as Spinks loamy sand, Conover loam, Fox sandy loam, Kidder sandy loam and Miami loam,
23. The Property is located within Scio Township and Webster Township, communities with agriculture-based economies, in an area presently experiencing rapid development, including the subdivision of prime farmland.

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- C. **BASELINE DOCUMENTATION.** The Owner and Grantees agree that the natural characteristics, ecological features, physical and man-made conditions of the Property at the time of this grant are as documented in a Baseline Documentation Report, dated _____, 2007, (the "Baseline Report"), prepared by the Grantee and signed and acknowledged by the Owner and the Grantees and that such Baseline Report (including any attached reports, maps, photographs and other documentation) conclusively establishes the condition of the Property as of the recording date of this Conservation Easement. The Grantees may use the Baseline Report in enforcing provisions of this Conservation Easement, including without limitation any use of the Baseline Report to show a change of conditions.

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- D. **PERMITTED USES.** The Owner retains all right, title and interest in and to the Property except as expressly restricted by this Conservation Easement including but not limited to:

1. Right to Convey. The Owner retains the right to sell, mortgage, bequeath or donate the Property. The Owner may convey up to two acres of land adjacent to Island Lake Rd. to the Washtenaw County Road Commission for the purpose of widening and altering the route of the road to create a new viaduct under the railroad grade. Any other conveyance will remain subject to the terms of this Conservation Easement. All subsequent Owners, including without limitation any mortgagee taking possession of the Property by foreclosure or deed-in-lieu of foreclosure, will be bound by all obligations in this Conservation Easement.
2. Agricultural Use. The Owner retains the right to continue Agricultural Use. For purposes of this Conservation Easement "Agricultural Use" means substantially undeveloped land devoted to the production of plants and animals useful to

OR
OTHER
GA

humans, including forages and sod crops; grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including the breeding and grazing of cattle, swine, captive cervidae, equines and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities. (If sod is grown and harvested, the soil loss level must be at or below "T.") The management and harvesting of a woodlot is not considered an Agricultural Use but is a permitted activity under this Conservation Easement. Agricultural Use must conform to the Michigan Department of Agriculture's Generally Accepted Agricultural Management Practices (GAAMPS). The installation and maintenance of fencing for Agricultural Use is permitted as is the construction of temporary seasonal structures such as produce stands.

3. Forestry. The Owner retains the right to conduct forestry activities for domestic purposes. Domestic forestry includes the cutting of firewood (only for heating of residences and other structures on the property), blowdowns, dead and diseased trees, the removal of trees and hedge rows to improve the farming operation and trees that pose threats to persons or property. No practice or plan shall include provisions allowing clear cutting or even-aged management. Such activities shall not materially impair the Conservation Values of the Property, as determined by the Grantees.
4. Right to Cut Vegetation. Crops grown on the Property may be harvested. Invasive species having a negative impact on Agricultural Use or native species may be removed. The cutting or removal of trees or vegetation which pose a threat to human life or property and reasonable pruning and trimming are permitted.
5. Right to Conduct Ecological Restoration. The Owner retains the right to conduct ecological restoration on the Property. Ecological restoration includes, but is not limited to, planting native species, removing non-native or invasive species, installing erosion control structures, or installing fencing necessary for the re-establishment of native vegetation.
6. Right to Operate Motorized Vehicles. The Owner retains the right to operate motorized vehicles on the Property for agricultural and maintenance purposes and other motorized vehicles for personal use, as long as the use does not adversely affect the Conservation Values identified above.
7. Right to Place Signs. The Owner retains the right to place signs on the Property relating to permitted activities as described in this section, or stating one or more of the following items, namely: (a) the name and address of the Property; (b) the Owner's name; (c) that the Property is protected by this Conservation Easement; (d) that any unauthorized entry or use is prohibited; (e) that the Property is for sale or rent; and (f) the sale of agricultural products grown on the Property and hand crafted items made on the Property. Such signs shall be subject to the

appropriate Township sign ordinance. To maintain the scenic qualities protected by this Conservation Easement, any other signs placed on the Property require prior written approval of the Grantees.

8. Right to Maintain and Replace Existing Structures and Roads. To the extent consistent with Agricultural Use and this Conservation Easement, and in accordance with applicable laws and ordinances, the Owner retains the right to maintain, improve, renovate or replace the existing buildings and structures, including fences and roads, noted in the Baseline Report.
9. Right to Add Designated Structures and Uses. To the extent consistent with this Conservation Easement, and in compliance with applicable laws and ordinances, the Owner retains the right to add the following structures or uses on the Property in the areas identified in the Baseline Report:
 - a. any historical building such as was previously present on the Property, including restoration of the historic mansion
 - b. any agricultural building primarily or exclusively dedicated to Agricultural Use, including the sale of goods at least 50% of which was grown in Washtenaw County after 2012[need to define Building Envelope]
 - c. a stormwater detention pond, a legal description of which is provided as Exhibit B, for the United Methodist Retirement Communities development.

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Prior to beginning construction, the Owner will provide a written Plan to the appropriate Grantee for review and approval as described in Section F.5 below.

10. Right to Lease. The Owner retains the right to lease all or a portion of the Property for purposes consistent with this Conservation Easement. Any lease shall be subject to the terms of this Conservation Easement. Leases shall incorporate by reference the terms of this Conservation Easement.
11. Right to Service Property with Non-Commercial Water Wells. The Owner may install non-commercial water wells for the purpose of irrigating crops on the Property, processing crops, watering animals raised on the Property and domestic use.
12. Recreational Activities. Consistent with the Conservation Values and/or Agricultural Use of the Property, recreational and educational activity is permitted so long as such activity is consistent with the purposes of this Conservation Easement and does not adversely affect the soils and/or agricultural operations on the Property. Specifically, hard-surface trails may be constructed along Island Lake Rd. running from the Village of Dexter to the historic mansion. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or helicopter pads, motorcross biking or any other improvement or activity

Deleted: for a period of greater than one year

inconsistent with current the Conservation Values or future agricultural production be permitted on the Property.

13. Drain Tiles and Irrigation Ponds. The Owner may install new and repair existing drain tiles and irrigation ponds exclusively pertaining to Agricultural Use of the Property and subject to the NRCS Conservation Plan.

E. PROHIBITED ACTIONS. Any activity on, or use of, the Property which is inconsistent with the Purposes of this Conservation Easement or which is detrimental to the Conservation Values is expressly prohibited. The following activities and uses are explicitly prohibited:

1. Division. Any division or subdivision of the Property is prohibited, including subjecting the Property to a condominium or planned unit development.
Exception: Up to two acres of land adjacent to Island Lake Rd. may be divided for the purpose of widening and altering the route of the road to create a new viaduct under the railroad grade. [is there a more explicit description that can be inserted here?]
2. Commercial Activities. Any commercial activity on the Property other than that associated with Agricultural Use is prohibited. Recreational and educational activity is permitted as long as such activity (i) is consistent with the purposes of this Conservation Easement, (ii) does not involve the construction of any improvements on the Property other than those authorized within the Building Envelope in the Baseline Report, (iii) does not adversely impact the soils and/or agricultural operations on the Property or (iv) does not impair any of the Conservation Values. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or helicopters pads, motorcross biking or any other improvement or activity inconsistent with the Conservation Values or current or future agricultural production be permitted on the Property.
3. Industrial Activities. Any manufacturing or industrial activity on the Property other than Agricultural Use is prohibited.
4. Construction. The placement or construction of any improvements to the Property—such as, but not limited to, buildings, roads, camping accommodations, mobile homes and parking lots—is prohibited except as specified in D.9 and D.12 above and except for strictly agricultural improvements such as erosion control and check dams, fences or seasonal structures such as duck or deer blinds. The Owner shall have the right to maintain and repair roads identified in the Baseline Report in substantially the same condition as existing at the date of this Conservation Easement. [exception for new entrance road? Additional parking?]
5. Cutting Vegetation. Any cutting of trees or vegetation on the Property is prohibited, except for activities permitted in Sections D.2, 3 and 4 above.

6. Land Surface Alteration. Any mining, oil and natural gas exploration or extraction, filling, excavating, dredging or non-farming related alteration of the surface of the land is prohibited, including any removal of any substance that must be quarried or removed by methods that will consume or deplete the surface of the land, including, but not limited to, the removal of topsoil, sod (except as provided in Section D.2 above), sand, gravel, rock, minerals, peat or other materials, building of roads or changes in the topography of the Property in any manner. The Owner may use topsoil, sand, gravel and rock to maintain existing farm lanes on the Property or make landscape alterations consistent with existing Agricultural Use on the Property, such as reshaping of the land to improve "air drainage" for fruit production or the removal of a sand ridge to accommodate agricultural equipment on the Property. Any surface mining for on-farm use shall be limited to one (1) acre in size and shall be returned to its original topographic condition within one (1) year from the date the activity ceased. Any land surface alteration shall be conducted in accordance with an NRCS approved Conservation Plan, shall require the written approval of the appropriate Grantee prior to implementation and shall be consistent with the purpose of this Conservation Easement. Development or installation of commercial water wells on the Property is prohibited unless an exception is granted in writing by the appropriate township board(s) of trustees for purposes of providing municipal water supply.
7. Dumping. Processing, storage, dumping or disposal of liquid or solid waste, refuse or debris on the Property is prohibited, except for properly designed and approved on-site septic systems serving the human occupants of the Property. This provision shall not be construed to preclude the on-site use of plant and animal waste or the burning of domestically-produced material in a manner consistent with Agricultural Use and applicable federal, state and local laws and regulations.
8. Water Courses. Natural water courses, lakes, wetlands or other bodies of water may not be altered.
9. Off-Road Recreational Vehicles. Motorized off-road vehicles—such as, but not limited to, snowmobiles, dune buggies, all-terrain vehicles and motorcycles—may not be operated off of designated roads or trails on the Property.
10. Billboards. Billboards are prohibited.
11. Additional Prohibited Actions. Any activity on or use of the Property which is inconsistent with Agricultural Use or this Conservation Easement or which is detrimental to the Conservation Values is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are explicitly prohibited:

- a. New Roads and Paved Paths. No new roads may be constructed outside of the designated Building Envelope, except for unpaved roads necessary for Agricultural Use on the Property and provided the impact to prime, unique and important soils is minimized. Hard-surface trails may be constructed as specified in D.12 [entrance road? parking?]
- b. ,
- c. New Utilities; Easements. Installation of new utilities is prohibited, except that the Owner may install utilities necessary for uses of the Property permitted under this Conservation Easement as long as such installation is consistent with the purposes of this Conservation Easement, is not detrimental to the Conservation Values and the work is performed in a manner that minimizes to the greatest extent possible the adverse affect on prime, unique and important soils and on scenic viewsheds. Under no circumstance may the topography be altered permanently. All earth movement must occur within a time frame of less than six (6) months, and the topography must be returned to pre-existing conditions in accordance with the Baseline Report within six (6) months after commencement of such activity. Future utility or other easements shall be subordinate to this Conservation Easement. Not less than sixty (60) days prior to granting any easement, Owner shall notify the appropriate Grantee of the proposed easement and obtain the Grantee's approval, which shall not be unreasonably withheld so long as such easement complies with the intent and purposes of this Conservation Easement. [what about the drainage easement? water/sewer ROW?]

Deleted: Buildings and Paved Areas Limited to Building Envelope The construction or placement of buildings, camping accommodations, mobile homes, any other structures or paved areas is prohibited, except as herein noted: structures or paved areas may be constructed for uses consistent with Agricultural Use, so long as they are built within the designated Building Envelope. Structures and paved areas must be in conformance with all applicable federal, state and local laws, ordinances and regulations. Owner shall provide written notice to the appropriate Grantee of proposed buildings for review and approval pursuant to Section F 3 below. No notice is required for the construction of fences and seasonal structures such as duck or deer blinds.

F. RIGHTS OF THE GRANTEES. The Owner confers the following rights upon the Grantees to perpetually enforce this Conservation Easement and maintain the Conservation Values of the Property:

1. Right to Enter. The Grantees, their agents or designees have the right to enter the Property during daylight hours, with prior notice, to monitor the Property or to enforce compliance with, or otherwise exercise its rights under, this Conservation Easement. The Grantees may not, however, unreasonably interfere with the Owner's use and quiet enjoyment of the Property. The Grantees have no right to permit others to enter the Property for purposes unrelated to this Conservation Easement. The general public is not granted access to the Property.
2. Right to Preserve. The Grantees have the right to prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.
3. Right to Require Restoration. The Grantees have the right to require the Owner to restore the areas or features of the Property which are damaged by any activity inconsistent with this Conservation Easement or detrimental to the Conservation Values of the Property

4. Signs. The Grantees have the right to place signs on the Property which identify the land as protected by this Conservation Easement and do not interfere with Owner's Agricultural Use of the Property. The number and location of any signs are subject to the Owner's reasonable approval.
5. Right to Review and Approve. Wherever the Grantees are granted the right to review and approve any proposed plan for the use, modification, restoration or exploitation of any portion of the Property or improvements on the Property, such approval shall be granted or denied by the appropriate Township Board of Trustees, in writing; within ninety (90) days of the date the Grantee receives from Owner written notice of the proposed plan, in sufficient detail to allow the Grantee to properly assess the plan. The Grantee may deny the Owner's request only upon a reasonable determination by the Grantee that the proposed plan would be inconsistent with the terms of this Conservation Easement, the Scio Township Land Preservation Ordinance or the Webster Township Purchase of Development Rights Ordinance (as they exist on the date of this Conservation Easement) or detrimental to the Conservation Values of the Property.
6. Right to Enforce. The Grantee has the right to enforce the terms of this Conservation Easement and the covenants and conditions contained herein by proceedings at law or in equity, including but not limited to, the right to require restoration of the Property to the condition at the time of the grant of this Conservation Easement, as set forth in the Baseline Report.

G. GRANTEES' REMEDIES. This section addresses cumulative remedies of the Grantees, along with limitations on these remedies.

1. Notice and Demand. If a Grantee determines that the Owner is in violation of this Conservation Easement, or that a violation is threatened, that Grantee shall provide written notice to the Owner. The written notice shall identify the violation and request corrective action to cure the violation and, where the Property has been injured, to restore the Property.

If at any time, however, a Grantee determines, at its sole discretion, that the violation constitutes immediate and irreparable harm, no written notice is required. That Grantee may then immediately pursue its remedies to prevent or limit harm to the Conservation Values of the Property.

If a Grantee determines that this Conservation Easement is, or is expected to be, violated, and the Grantee's good-faith and reasonable efforts to notify the Owner are unsuccessful, the Grantee may pursue its lawful remedies to mitigate or prevent harm to the Conservation Values without prior notice and without awaiting the Owner's opportunity to cure. The Owner agrees to reimburse all reasonable costs associated with this effort.
2. Failure to Act. If, within thirty (30) days after written notice, the Owner does not complete corrective measures requested by a Grantee, that Grantee may bring

an action in law or in equity to enforce the terms of the Conservation Easement. In the case of immediate or irreparable harm, or if an Owner is unable to be notified, that Grantee may invoke these same remedies without notification and/or awaiting the expiration of the 30-day period.

The Grantees are entitled to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses and/or an order compelling the Owner to restore the Property. If the court determines that the Owner has failed to comply with this Conservation Easement, the Owner shall also reimburse the Grantee for all reasonable litigation costs and reasonable attorney's fees, and all costs of corrective action or Property restoration incurred by the Grantee.

3. Unreasonable Litigation. If a Grantee initiates litigation against the Owner to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require that Grantee to reimburse the Owner for reasonable costs and reasonable attorney's fees in defending the action.
4. Actual or Threatened Non-Compliance. A Grantee's rights under this section, Grantees' Remedies, apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The Owner agrees that a Grantee's claim for money damages for any violation of the terms of this Conservation Easement is inadequate. A Grantee shall also be entitled to affirmative and prohibitive injunctive relief and specific performance, both prohibitive and mandatory. A Grantee's claim for injunctive relief or specific performance for a violation of this Conservation Easement shall not require proof of actual damage to the Conservation Values.
5. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of a Grantee's right to eventually enforce the terms of this Conservation Easement.
6. Acts Beyond Owner's Control. A Grantee may not bring an action against the Owner for modifications to the Property resulting from causes beyond the Owner's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as unintentional fires, floods, storms, natural earth movement or even an Owner's well-intentioned action in response to an emergency resulting in changes to the Property. The Owner has no responsibility under this Conservation Easement for such unintended modifications.
7. Cumulative Remedies. The preceding remedies of the Grantees are cumulative. Any or all of the remedies may be invoked by a Grantee if there is an actual or threatened violation of this Conservation Easement.

H. NOTIFICATION PROVISION. The Grantees are entitled to written notice not less than sixty (60) days in advance whenever approval is required under this Conservation

Easement, unless expressly provided otherwise in this Conservation Easement. For purposes of this Conservation Easement, notices may be provided to either party by personal delivery or by mailing a written notice to the party (at the address shown at the top of this Conservation Easement, or at last known address of a party) by registered mail. All notices shall be deemed to have been duly given when hand delivered or when deposited, properly addressed, and registered with the U.S. Postal Service with sufficient pre-paid postage.

I. CONSERVATION EASEMENT REQUIREMENTS UNDER MICHIGAN LAW AND UNITED STATES TREASURY REGULATIONS.

1. This Conservation Easement is created pursuant to the Conservation and Historic Preservation Easement, Subpart 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.2140 *et seq.*
2. This Conservation Easement is established for conservation purposes pursuant to the Internal Revenue Code, as amended at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c), 2055 and 2522 and under Treasury Regulations at Title 26 C.F.R. § 1.170A-14 *et seq.*, as amended.
3. The Grantees are qualified to hold conservation easements pursuant to these statutes.

J. OWNERSHIP COSTS AND LIABILITIES. In accepting and executing this Conservation Easement, the Grantees shall have no responsibility or liability for costs, expenses, taxes, insurance or any other obligation related to the Property. The Grantees' rights do not include the right, in the absence of a judicial decree, to enter the Property for the purpose of becoming an operator of the Property within the meaning of the federal Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 *et seq.*). Neither the Grantees, nor its trustees, officials, officers, employees and agents or any other person in his or her capacity as citizen of Scio Township or Webster Township, shall have any liability arising from injury or death to any person or physical damage on the Property. The Owner or the Owner's successors, transferees or assigns, agrees to indemnify the Grantees against any costs, damages or losses (including attorneys fees and expert witness fees) incurred by the Grantees relating to such claims. The Owner is responsible for posting the Property's boundaries and for discouraging any forms of trespass upon the Property. This paragraph is intended to ensure that none of the liabilities attendant on land ownership are inadvertently transferred to Grantees under this Conservation Easement as Grantees will have no management responsibilities and will exercise no direct control over any potential hazards on the Property. Owner's liabilities under this paragraph transfer to a new owner upon transfer of Owner's interest in the Property.

Owner shall indemnify, defend and hold harmless Grantees and the United States from any liability resulting from Owner's negligent acts, including, but not limited to, the release, use or deposit of any hazardous substance on the Property.

- K. **CONSERVATION PLAN.** As required by section 1238I of the Food Security Act of 1985, as amended 3838i, the Owner or any lessee of the Property shall conduct all agricultural operations on the Property in a manner consistent with a Conservation Plan prepared in consultation with the NRCS and approved by the applicable conservation district (the "Conservation Plan"). This Conservation Plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the effective date. However, the Owner may develop and implement a Conservation Plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. The NRCS shall have the right to enter upon the Property, with advance notice to the Owner, in order to monitor compliance with the Conservation Plan. The Conservation Plan shall be updated at least every ten years.

In the event of noncompliance with the Conservation Plan, the NRCS shall work with the Owner to explore methods of compliance and give the Owner a reasonable amount of time, not to exceed twelve (12) months, to take corrective action. If the Owner does not comply with the Conservation Plan, the NRCS will inform Grantees of the Owner's noncompliance. The Grantees shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the Conservation Plan following written notification from the NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the Conservation Plan, (b) the NRCS has worked with the Owner to correct such noncompliance and (c) Owner has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the effective date of this Conservation Easement based on an Act of Congress, the NRCS will work cooperatively with the Owner to develop and implement a revised Conservation Plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farmland Protection Program and are not intended to affect any other natural resources conservation requirements to which the Owner may be or become subject.

- L. **TITLE AND ENVIRONMENTAL WARRANTIES.** The Owner warrants that (a) Owner has good and marketable fee simple title to the Property, has the right to convey this Conservation Easement and that the Property is free and clear of all encumbrances; and (b) Owner has no knowledge of any release of hazardous substances or hazardous wastes (as those terms are defined under any federal, Michigan or local law, ordinance or regulation) or threatened release of hazardous substances or hazardous wastes on the Property. The Owner agrees to indemnify the Grantees against any costs, damages or losses (including attorneys' fees and expert witness fees) incurred by the Grantees arising out of or related to the presence of hazardous substances or hazardous wastes at, on, under or which migrate from the Property.
- M. **CESSATION OF GRANTEE EXISTENCE.** If a Grantee shall cease to exist or if a Grantee is no longer authorized to acquire and hold conservation easements, then this

Conservation Easement shall be assigned to a unit of government or any entity having similar conservation purposes to which such right may be awarded under the cy pres doctrine. Such entity must be a "qualified organization" for purposes of IRC Section 170(h).

- N. **TRANSFER OF THE EASEMENT.** A Grantee may transfer this Conservation Easement to a public agency or non-profit organization, which, at the time of transfer, is a qualified organization under Section 170(h) or successor provision of the IRC.
- O. **TERMINATION OR EXTINGUISHMENT.** This Conservation Easement may only be terminated or extinguished by a court of competent jurisdiction upon a request to terminate made by the Owner and the Grantees and after a finding by the court that the conditions or circumstances on or surrounding the Property have changed to such a degree that it has become impossible to fulfill the conservation purposes of this Conservation Easement.
- P. **PROCEEDS FOR TERMINATION, EXTINGUISHMENT, CONDEMNATION, CONVEYANCE OR ANNEXATION.** If this Conservation Easement is extinguished or terminated, or the Property is condemned or conveyed by sale, or is governed by the City of Dexter, in whole or in part, then Grantees are entitled to their proportional share each of the gross sale proceeds or condemnation award representing an amount equal to the ratio of the appraised value of the Property subject to this Conservation Easement to the unrestricted fair market value of the Property as these values are determined on the date this Conservation Easement is extinguished or terminated, or the Property is condemned, conveyed or annexed.
- Q. **LIBERAL CONSTRUCTION.** This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property and in accordance with the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.2140 *et seq.*
- T. **SEVERABILITY.** If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.
- U. **EASEMENT AND COVENANT RUNNING WITH THE LAND; SUCCESSORS.** This Conservation Easement is a covenant running with the land, and is binding upon, and inures to the benefit of, the Owner and the Grantees and their respective successors, transferees, heirs, beneficiaries and assigns and all others having an interest in the Property. All subsequent Owners of the Property are bound to all provisions of this Conservation Easement to the same extent as the current Owner. This Conservation Easement is expressly declared to be enforceable in accordance with its terms regardless of any lack of privity of estate or contract or lack of benefit running to particular land pursuant to the Michigan Natural Resources and Environmental Protection Act, MCL 324.2141, as the same may be amended from time to time.

Deleted: OR

Deleted: The proportional shares of the Grantees are _____ % and _____ % respectively, representing the proportion each party contributed to the purchase price of this Conservation Easement.

Upon transfer of the Property, or interest in the Property, from one landowner to another, the conveyance document shall expressly refer to this Conservation Easement and be subject to its terms.

- V. **SUBORDINATION.** Any mortgage or lien arising before or on the date of this Conservation Easement shall be expressly subordinated to the terms of this Conservation Easement in a form acceptable to the Grantees before consideration is paid. Such mortgage shall provide a written subordination agreement.

Deleted: and s

- W. **AMENDMENT.** This Conservation Easement may be amended only in writing and executed by the Owner and the appropriate Grantee(s) and, then, only in accordance with the Scio Township Land Preservation Ordinance and/or the Webster Township Purchase of Development Rights Ordinance and only if, in the sole and exclusive judgment of the Grantee(s), such amendment furthers and is consistent with the purposes of this Conservation Easement. No amendment shall affect the perpetual duration of the Conservation Easement. Valid reasons for granting an amendment are as follows: (a) clarification of language; (b) relinquishment of retained rights by the Owner; (c) change in location of a structure or use, or d) as a response to changes in agricultural technology. Amendments shall result in no net decrease in the amount of preserved land and shall have no negative impact to the Conservation Values. In order to be effective, any such amendment must also comply with all applicable laws and regulations and be recorded with the Washtenaw County Register of Deeds. Nothing in this paragraph shall require a Grantee or Owner to agree to an amendment.

- X. **TERMINATION OF RIGHTS AND OBLIGATIONS.** All rights and obligations of the Grantees and Owner under this Conservation Easement shall terminate upon transfer of such party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.

- Y. **MICHIGAN LAW.** This Conservation Easement will be construed in accordance with Michigan Law.

- Z. **ENTIRE AGREEMENT.** This Conservation Easement sets forth the entire agreement of the parties. It is intended to supersede all prior writings, discussions or understandings.

- AA. **TRANSFER BY OWNER.** Owner agrees to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which Owner transfers any interest in all or a portion of the Property, including without limitation a leasehold interest for a term greater than one year. Owner further agrees to give written notice to the Grantees of the transfer of any such interest not less than thirty (30) days prior to such transfer. The failure of Owner to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability.

- BB. **NO MERGER.** Prior to one or more Grantees obtaining fee title to the Property, that Grantee shall transfer this Conservation Easement to a qualified state or local government

agency or non-profit organization, which at the time of transfer, is a qualified organization under Section 170(h) or successor provision of the IRC.

CC. EFFECTIVE DATE. Owner and Grantees intend that the restrictions arising hereunder take effect on the day and year set forth above.

DD. RECORDING. This Conservation Easement shall be recorded as soon as possible, in no event later than thirty (30) days following the Effective Date, in the office of the Register Deeds for Washtenaw County, Michigan, after all required signatures have been affixed hereto. The Grantees may re-record this Conservation Easement at any time as may be required to preserve its rights in this Conservation Easement.

IN WITNESS WHEREOF, the Owner and Grantees have executed this Conservation Easement as of the date above.

OWNER:

STATE OF MICHIGAN)
)
WASHTENAW COUNTY)

Acknowledged before me on this _____ of _____, 200__, by
_____, known to me to be the _____ of the
Dexter Area Historical Society and Museum.

_____ Notary Public

Washtenaw County, Michigan

My commission expires: _____

AGENDA 6-11-07

ITEM K-2

Village of Dexter Resolution No. 07-_____

Resolution to Impose Property Tax Late Penalty Charges

WHEREAS, the Treasurer of the Village of Dexter, Washtenaw County, Michigan is responsible for the collection of property taxes levied on property within the boundaries of the Village of Dexter, and

WHEREAS, PA 166 of 2002, MCL 211.44(3) provides for the imposition of a late penalty charge equal to three percent (3%) on all taxes paid to the Village after February 14th, and

WHEREAS, the imposition of this fee will offset the costs incurred by the Village in administering and processing of delinquent property taxes.

NOW, THEREFORE BE IT RESOLVED that the Village Council of the Village of Dexter hereby approves and authorizes the Treasurer to impose a late penalty fee of three percent (3%) on all property taxes paid to the Village after February 14th, and

NOW, THEREFORE BE IT FURTHER RESOLVED that the late penalty charge for homestead property of residents who have qualified for and submitted an Application for Deferment of Summer and Winter Taxes to the Village Treasurer prior to September 14th shall be waived, and

NOW, THEREFORE, BE IT FURTHER RESOLVED that this resolution shall apply to all tax levies that shall become due in calendar year 2007 or any year thereafter, and that this resolution shall continue in full force and effect unless and until revoked or rescinded by resolution of the Village of Dexter Council.

Ayes: _____

Nays: _____

The Village President declares this resolution _____

I, the undersigned, the Clerk of the Village of Dexter, Washtenaw County, Michigan do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Council of the Village of Dexter at its regular meeting held on the 11th day of June, 2007; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: _____

David Boyle
Village of Dexter Clerk

Donna Dettling

From: Marie Sherry
Sent: Wednesday, May 30, 2007 11:10 AM
To: Donna Dettling
Subject: FW: Late Payment Penalty Issue

Donna -

Here's the research regarding the imposition of the late fee on taxes. We can go ahead and place this in front of Council again. I appears from her email that the resolution is sufficient, since we do not have a charter other than the GLV Act, and it refers back to the tax law which says "resolution or ordinance".

L-4

On a related note, I have just discovered something that I didn't know. We are supposed to adopt a resolution on or before June of each year that says that we will be collecting our delinquent taxes between September 14th and March 1st (see page 66 Sec 18(2) of ypour GLV booklet). Since nobody has been worried about it since I've been here, it must not be a big deal. However, I'll prepare a motion to be presented to Council on June 11th, and I'll put it into my tickler file for next May.

Marie

-----Original Message-----

From: Graceffa, Danielle [mailto:DGraceffa@dykema.com]
Sent: Thursday, May 24, 2007 4:45 PM
To: Marie Sherry
Subject: Late Payment Penalty Issue

Marie,

Attached please find 2 statutes from the General Property Tax Act. Under 211.44(3) it appears to limit the ability to impose the late penalty to a city or a township. Although under 211.107 in Miscellaneous Provisions, it states that the word township may include villages. Additionally under 211.07 it states that the "requirements of the act relating to...penalties...are applicable to all cities and villages if not inconsistent with their respective charters and/or ordinance."

In connection with my research, I contacted other villages in the State of Michigan and every village stated that it charged a late penalty.

Reading these 2 statutes together, it appears that the Village of Dexter may charge the 3% late penalty on taxes. Please note however that under 211.107(1), it states that the imposition of the late fee must not be inconsistent with the village charter or ordinance. Additionally under 211.44(7), the village must adopt a resolution or pass an ordinance approving the 3% late penalty charge. Please review the village charter and ordinances to confirm that this late penalty is not prohibited. If you have any additional questions or concerns please do not hesitate to contact either myself or Dan Schairbaum. Thanks - Danielle

<<211.107.pdf>> <<211.44.pdf>>

Danielle M. Graceffa
Dykema
400 Renaissance Center

5/30/2007

Detroit, Michigan 48243-1668

Phone: 313.568.5363

Fax: 313.568.6832

dgraceffa@dykema.com


Notice from Dykema Gossett PLLC:

To comply with U.S. Treasury regulations, we advise you that any discussion of Federal tax issues in this communication was not intended or written to be used, and cannot be used, by any person (i) for the purpose of avoiding penalties that may be imposed by the Internal Revenue Service, or (ii) to promote, market or recommend to another party any matter addressed herein.

This Internet message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom it is addressed. If you have received this in error, please (1) do not forward or use this information in any way; and (2) contact me immediately.

Neither this information block, the typed name of the sender, nor anything else in this message is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

DYKEMA

		MICHIGAN LEGISLATURE 94th Legislature Regular Session
Michigan Compiled Laws Complete Through PA 8 of 2007 House: Adjourned until Tuesday, May 22, 2007 1:30:00 PM Senate: Adjourned until Tuesday, May 22, 2007 10:00:00 AM		
Home	Register	Why Register? Login New! Help

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Navigation</th> </tr> <tr> <td style="text-align: center;">←</td> <td style="text-align: center;">Documents</td> </tr> <tr> <td style="text-align: center;">→</td> <td style="text-align: center;">MCL Chapter Index</td> </tr> <tr> <td style="text-align: center;"></td> <td style="text-align: center;">Chapter 211</td> </tr> <tr> <td style="text-align: center;"></td> <td style="text-align: center;">Act 206 of 1893</td> </tr> <tr> <td style="text-align: center;"></td> <td style="text-align: center;">206-1893- COLLECTING-OF- TAXES.</td> </tr> <tr> <td style="text-align: center;"></td> <td style="text-align: center;">Section 211.44</td> </tr> </table> Legislature Bills Calendars Committee Bill Records Committee Meetings Concurrent Resolutions Joint Resolutions Journals Legislators Public Acts (Signed Bills) Resolutions Session Schedules Basic Legislative Search Adv Legislative Search Laws Freq Requests (alpha) Freq Requests (by topic) Basic MCL Search Advanced MCL Search Public Act MCL Search Constitution Search Chapter Index Executive Orders Historical Documents MCL Tables Initiatives Initiatives Publications Publications Related Sites Related Sites Legislative PDA Pages Archived Sessions Syndication	Navigation		←	Documents	→	MCL Chapter Index		Chapter 211		Act 206 of 1893		206-1893- COLLECTING-OF- TAXES.		Section 211.44	<h2 style="margin: 0;">Section 211.44 </h2> <h3 style="text-align: center; margin: 10px 0;">THE GENERAL PROPERTY TAX ACT (EXCERPT)</h3> <h4 style="text-align: center; margin: 0;">Act 206 of 1893</h4> <p>211.44 Collection of taxes; mailing, contents, forms, and expense of tax statement; failure to send or receive notice; time and place for receiving taxes; property tax administration fees; return of excess; cost of appeals; waiver of interest, penalty charge, or property tax administration fee; use of fee; cost of treasurer's bond; enforcement of collection; seizing property or bringing action; amounts includable in return of delinquent taxes; distributions by county treasurer; local governing body authorization for imposition of fees or late penalty charges; annual statement; taxes levied after December 31, 2001 on qualified real property; definitions.</p> <p>Sec. 44.</p> <p>(1) Upon receipt of the tax roll, the township treasurer or other collector shall proceed to collect the taxes. The township treasurer or other collector shall mail to each taxpayer at the taxpayer's last known address on the tax roll or to the taxpayer's designated agent a statement showing the description of the property against which the tax is levied, the taxable value of the property, and the amount of the tax on the property. If a tax statement is mailed to the taxpayer, a tax statement sent to a taxpayer's designated agent may be in a summary form or may be in an electronic data processing format. If the tax statement information is provided to both a taxpayer and the taxpayer's designated agent, the tax statement mailed to the taxpayer may be identified as an informational copy. A township treasurer or other collector electing to send a tax statement to a taxpayer's designated agent or electing not to include an itemization in the manner described in subsection (10)(d) in a tax statement mailed to the taxpayer shall, upon request, mail a detailed copy of the tax statement, including an itemization of the amount of tax in the manner described by subsection (10)(d), to the taxpayer without charge.</p> <p>(2) The expense of preparing and mailing the statement shall be paid from the county, township, city, or village funds. Failure to</p>
Navigation															
←	Documents														
→	MCL Chapter Index														
	Chapter 211														
	Act 206 of 1893														
	206-1893- COLLECTING-OF- TAXES.														
	Section 211.44														

Bill Updates 

send or receive the notice does not prejudice the right to collect or enforce the payment of the tax. The township treasurer shall remain in the office of the township treasurer at some convenient place in the township from 9 a.m. to 5 p.m. to receive taxes on the following days:

(a) At least one business day between December 25 and December 31 unless the township has an arrangement with a local financial institution to receive taxes on behalf of the township treasurer and to forward that payment to the township on the next business day. The township shall provide timely notification of which financial institutions will receive taxes for the township and which days the treasurer will be in the office to receive taxes.

(b) The last day that taxes are due and payable before being returned as delinquent under section 55.

(3) ~~Except as provided by subsection (7), on a sum voluntarily paid before February 15 of the succeeding year, the local property tax collecting unit shall add a property tax administration fee of not more than 1% of the total tax bill per parcel. However, unless otherwise provided for by an agreement between the assessing unit and the collecting unit, if a local property tax collecting unit other than a village does not also serve as the local assessing unit, the excess of the amount of property tax administration fees over the expense to the local property tax collecting unit in collecting the taxes, but not less than 80% of the fee imposed, shall be returned to the local assessing unit. A property tax administration fee is defined as a fee to offset costs incurred by a collecting unit in assessing property values, in collecting the property tax levies, and in the review and appeal processes. The costs of any appeals, in excess of funds available from the property tax administration fee, may be shared by any taxing unit only if approved by the governing body of the taxing unit.~~ ~~Except as provided by subsection (7), on all taxes paid after February 14 and before March 1 the governing body of a city or township may authorize the treasurer to add to the tax a property tax administration fee to the extent imposed on taxes paid before February 15 and a late penalty charge equal to 3% of the tax. The governing body of a city or township may waive interest from February 15 to the last day of February on a summer property tax that has been deferred under section 51 or any late penalty charge for the homestead property of a senior citizen, paraplegic, quadriplegic, hemiplegic, eligible serviceperson, eligible veteran, eligible widow or widower, totally and permanently disabled person, or blind person, as those persons are defined in chapter 9 of the income tax act of 1967, 1967 PA 281, MCL 206.501 to 206.532, if the person makes a claim before February 15 for a credit for that property provided by chapter 9 of the income tax act of 1967, 1967 PA 281, MCL 206.501 to 206.532, if the person presents a copy of the form filed for that credit to the local treasurer, and if the person has not received the credit before February 15. The governing body~~

of a city or township may waive interest from February 15 to the last day of February on a summer property tax deferred under section 51 or any late penalty charge for a person's property that is subject to a farmland development rights agreement recorded with the register of deeds of the county in which the property is situated as provided in section 36104 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.36104, if the person presents a copy of the development rights agreement or verification that the property is subject to a development rights agreement before February 15. A 4% county property tax administration fee, a property tax administration fee to the extent imposed on and if authorized under subsection (7) for taxes paid before March 1, and interest on the tax at the rate of 1% per month shall be added to taxes collected by the township or city treasurer after the last day of February and before settlement with the county treasurer, and the payment shall be treated as though collected by the county treasurer. If the statements required to be mailed by this section are not mailed before December 31, the treasurer shall not impose a late penalty charge on taxes collected after February 14.

(4) The governing body of a local property tax collecting unit may waive all or part of the property tax administration fee or the late penalty charge, or both. A property tax administration fee collected by the township treasurer shall be used only for the purposes for which it may be collected as specified by subsection (3) and this subsection. If the bond of the treasurer, as provided in section 43, is furnished by a surety company, the cost of the bond may be paid by the township from the property tax administration fee.

(5) If apprehensive of the loss of personal tax assessed upon the roll, the township treasurer may enforce collection of the tax at any time, and if compelled to seize property or bring an action in December may add, if authorized under subsection (7), a property tax administration fee of not more than 1% of the total tax bill per parcel and 3% for a late penalty charge.

(6) Along with taxes returned delinquent to a county treasurer under section 55, the amount of the property tax administration fee prescribed by ~~subsection (3)~~ that is imposed and not paid shall be included in the return of delinquent taxes and, when delinquent taxes are distributed by the county treasurer under this act, the delinquent property tax administration fee shall be distributed to the treasurer of the local unit who transmitted the statement of taxes returned as delinquent. Interest imposed upon delinquent property taxes under this act shall also be imposed upon the property tax administration fee and, for purposes of this act other than for the purpose of determining to which local unit the county treasurer shall distribute a delinquent property tax administration fee, any reference to delinquent taxes shall be considered to include the property tax administration fee returned as delinquent for the same property.

(7) The local property tax collecting treasurer shall not impose a property tax administration fee, collection fee, or any type of late penalty charge authorized by law or charter unless the governing body of the local property tax collecting unit approves, by resolution or ordinance adopted after December 31, 1982, an authorization for the imposition of a property tax administration fee, collection fee, or any type of late penalty charge provided for by this section or by charter, which authorization shall be valid for all levies that become a lien after the resolution or ordinance is adopted. However, unless otherwise provided for by an agreement between the assessing unit and the collecting unit, a local property tax collecting unit that does not also serve as the assessing unit shall impose a property tax administration fee on each parcel at a rate equal to the rate of the fee imposed for city or township taxes on that parcel.

(8) The annual statement required by 1966 PA 125, MCL 565.161 to 565.164, or a monthly billing form or mortgagor passbook provided instead of that annual statement shall include a statement to the effect that a taxpayer who was not mailed the tax statement or a copy of the tax statement by the township treasurer or other collector shall receive, upon request and without charge, a copy of the tax statement from the township treasurer or other collector or, if the tax statement has been mailed to the taxpayer's designated agent, from either the taxpayer's designated agent or the township treasurer or other collector. A designated agent who is subject to 1966 PA 125, MCL 565.161 to 565.164, and who has been mailed the tax statement for taxes that became a lien in the calendar year immediately preceding the year in which the annual statement may be required to be furnished shall mail, upon request and without charge to a taxpayer who was not mailed that tax statement or a copy of that tax statement, a copy of that tax statement.

(9) For taxes levied after December 31, 2001, if taxes levied on qualified real property remain unpaid on February 15, all of the following shall apply:

(a) The unpaid taxes on that qualified real property shall be collected in the same manner as unpaid taxes levied on personal property are collected under this act.

(b) Unpaid taxes on qualified real property shall not be returned as delinquent to the county treasurer for forfeiture, foreclosure, and sale under sections 78 to 79a.

(c) If a county treasurer discovers that unpaid taxes on qualified real property have been returned as delinquent for forfeiture, foreclosure, and sale under sections 78 to 79a, the county treasurer shall return those unpaid taxes to the appropriate local tax collection unit for collection as provided in subdivision (a).

(10) As used in this section:

(a) "Designated agent" means an individual, partnership, association, corporation, receiver, estate, trust, or other legal entity that has entered into an escrow account agreement or other agreement with the taxpayer that obligates that individual or legal entity to pay the property taxes for the taxpayer or, if an agreement has not been entered into, that was designated by the taxpayer on a form made available to the taxpayer by the township treasurer and filed with that treasurer. The designation by the taxpayer shall remain in effect until revoked by the taxpayer in a writing filed with the township treasurer. The form made available by the township treasurer shall include a statement that submission of the form allows the treasurer to mail the tax statement to the designated agent instead of to the taxpayer and a statement notifying the taxpayer of his or her right to revoke the designation by a writing filed with the township treasurer.

(b) "Qualified real property" means buildings and improvements located upon leased real property that are assessed as real property under section 2(1)(c), except buildings and improvements exempt under section 9f; if the value of the buildings or improvements is not otherwise included in the assessment of the real property.

(c) "Taxpayer" means the owner of the property on which the tax is imposed.

(d) When describing in subsection (1) that the amount of tax on the property must be shown in the tax statement, "amount of tax" means an itemization by dollar amount of each of the several ad valorem property taxes and special assessments that a person may pay under section 53 and an itemization by millage rate, on either the tax statement or a separate form accompanying the tax statement, of each of the several ad valorem property taxes that a person may pay under section 53. The township treasurer or other collector may replace the itemization described in this subdivision with a statement informing the taxpayer that the itemization of the dollar amount and millage rate of the taxes is available without charge from the local property tax collecting unit.

History: 1893, Act 206, Eff. June 12, 1893 ;-- CL 1897, 3867 ;-- Am. 1915, Act 187, Eff. Aug. 24, 1915 ;-- CL 1915, 4039 ;-- Am. 1929, Act 217, Eff. Aug. 28, 1929 ;-- CL 1929, 3434 ;-- Am. 1931, Act 88, Eff. Sept. 18, 1931 ;-- Am. 1932, 1st Ex. Sess., Act 21, Imd. Eff. May 6, 1932 ;-- Am. 1945, Act 8, Imd. Eff. Feb. 15, 1945 ;-- CL 1948, 211.44 ;-- Am. 1951, Act 85, Eff. Sept. 28, 1951 ;-- Am. 1952, Act 251, Eff. Sept. 18, 1952 ;-- Am. 1959, Act 216, Eff. Mar. 19, 1960 ;-- Am. 1961, Act 144, Eff. Sept. 8, 1961 ;-- Am. 1964, Act 275, Eff. Aug. 28, 1964 ;-- Am. 1965, Act 411, Imd. Eff. Nov. 3, 1965 ;-- Am. 1968, Act 277, Imd. Eff. July 1, 1968 ;-- Am. 1977, Act 166, Imd. Eff. Nov. 16, 1977 ;-- Am. 1980, Act 427, Imd. Eff. Jan. 13, 1981 ;-- Am.

1982, Act 503, Imd. Eff. Dec. 31, 1982 ;-- Am. 1983, Act 88, Imd. Eff. June 16, 1983 ;-- Am. 1984, Act 399, Imd. Eff. Dec. 28, 1984 ;-- Am. 1988, Act 388, Imd. Eff. Dec. 21, 1988 ;-- Am. 1989, Act 124, Imd. Eff. June 28, 1989 ;-- Am. 1994, Act 415, Imd. Eff. Dec. 29, 1994 ;-- Am. 1996, Act 57, Imd. Eff. Feb. 26, 1996 ;-- Am. 2000, Act 364, Imd. Eff. Jan. 2, 2001 ;-- Am. 2002, Act 479, Imd. Eff. June 27, 2002 ;-- Am. 2002, Act 641, Eff. Mar. 31, 2003

Constitutionality: The Prison Reimbursement Act was intended to apply to all inmates of the state penal system and was not limited to the inmates of the three penal institutions named in the act and in existence at the time of its passage; nor is the act violative of the constitutional guarantee of equal protection. *State Treasurer v. Wilson*, 423 Mich. 138, 347 N.W.2d 770 (1985). The collection fee imposed by the General Property Tax Act upon property taxes voluntarily paid before February 15 of the year following the issuance of a tax bill does not, on its face, create separate classifications that invoke an equal protection challenge under the Michigan Constitution. *Rouge Parkway Associates v. Wayne*, 423 Mich. 411, 364 N.W.2d 849 (1985).

Compiler's Notes: Section 2 of Act 503 of 1982 provides: "The designation, by this amendatory act, of collection fees as property tax administration fees is intended to clarify the legislative intent and cure any misinterpretation surrounding the fact that a "collection fee" is imposed to cover all costs necessary and incident to the collection of property taxes, including the costs of assessing property values and in the review and appeal processes."

Popular Name: Act 206

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CHAPTER 211 TAXATION OF REAL AND PERSONAL PROPERTY
THE GENERAL PROPERTY TAX ACT
MISCELLANEOUS PROVISIONS

GO TO CODE ARCHIVE DIRECTORY FOR THIS JURISDICTION

MCLS § 211.107 (2007)

MCL § 211.107

§ 211.107. ~~Applicability of interest, penalty, and fee requirements to cities and villages; prerequisite for protest to board of review; reference to supervisor, township treasurer, and board of review; composition of board in certain cities; sessions; election and duties of chairperson and clerk; purchase of county tax lien; enforcement and collection; interest and penalties; validity of pledge; foreclosure; county tax lien.~~

Sec. 107. (1) ~~The requirements of this act relating to the amount and imposition of interest, penalties, collection or administration fees, the procedures for collection of taxes, and the enforcement of tax liens are applicable to all cities and villages, if not inconsistent with their respective charters or an ordinance enacted pursuant to their respective charters.~~ In addition to the methods authorized under section 108, a city or village, which by its charter does not return its delinquent taxes to the county for collection, may enforce the tax liens for delinquent taxes, assessments, and charges by foreclosure proceedings or any other method authorized under statute, charter, or ordinance enacted pursuant to law or charter. Notwithstanding any provision of this act to the contrary, a charter of a city or township may authorize the establishment of procedures requiring protests to the board of review to be first addressed to the assessor or other agency of the city or township as a prerequisite for a protest before the board of review if the assessor or other agency to whom a protest is first addressed does not have the authority to deny the petitioner the right to protest before the board of review.

(2) ~~For purposes of this act, reference to supervisor, township treasurer, and board of review includes assessing and collecting officers and boards whose duty it is to review an assessment roll. The word township may include city, ward, village, or, in relation to property tax collection functions, any other local property tax collecting unit.~~

(3) In an incorporated city, the charter of which does not provide for a board of review, the board of review shall consist of the supervisors or other officers making the assessment, the city attorney, and additional members to be appointed by the common council, who shall not be aldermen, equaling the number of supervisors or assessing officers. The session of the board of review shall be held at the council room on the same days as designated in this act for the meeting of the township board of review, unless otherwise provided by the charter of the city, and the proceedings shall be conducted in the same manner as provided in this act. The board of review shall elect a chairperson and clerk, who shall certify to the correctness of the several assessment rolls when completed, substantially as the form prescribed in sections 29 and 30. The appointed members of the board of review shall take the constitutional oath of office, which shall be filed in the office of the city recorder or clerk.

(4) For taxes levied before January 1, 1997, at any time before the redemption period provided under section 131e has expired, a person who holds a tax lien from a city pursuant to the Michigan tax lien sale and collateralized securities act, 1998 PA 379, MCL 211.921 to 211.941, may also purchase a county tax lien. A county tax lien purchased under this section shall be transferred by the county or by this state to the purchaser upon receipt of an amount equal to the delin-

quent taxes, charges, assessments, penalties, interest, and fees represented by the county tax lien. This subsection only applies to county tax liens on property for which the purchaser holds a tax lien from a city.

(5) For taxes levied before January 1, 1997, a person who purchased a county tax lien under this section may enforce that county tax lien and collect the amounts secured by that county tax lien, together with any interest and penalties that accrued before or after the purchase, in any manner that the city is authorized to use to enforce and collect a tax lien for taxes collected by the city. A county tax lien sold under this section is a preferred or first claim upon the property subject to the lien in the same manner as if the city held the tax lien. A county tax lien purchaser shall not take any action to enforce or collect a county tax lien that the city is not authorized to take to enforce and collect a tax lien for taxes collected by the city.

(6) For taxes levied before January 1, 1997, if a county tax lien is purchased pursuant to this section, the portion of the county tax lien that represents delinquent taxes, charges, and assessments is subject to interest and penalties at the same rate as interest and penalties on delinquent taxes, charges, and assessments subject to collection by the city. However, the maximum amount of penalties charged before and after the purchase of the tax lien shall not exceed the maximum amount of penalties that may be imposed by the city for delinquent taxes, charges, and assessments subject to collection by the city. A person who purchases a county tax lien pursuant to this section may retain any delinquent taxes, interest, and penalties collected for delinquent taxes, charges, and assessments subject to the county tax lien purchased.

(7) For taxes levied before January 1, 1997, a pledge of tax liens or earnings, revenues, other money, or assets from enforcement of county tax liens purchased pursuant to this section is valid and binding from the time the pledge is made without any filing, recording, or other requirement of notice. The tax liens, earnings, revenues, other money, or assets pledged by a person who purchased a tax lien are immediately subject to the lien of the pledge without physical delivery or further act. The lien of the pledge of tax liens, earnings, revenues, other money, or assets is valid and binding against all parties having claims of any kind in tort, contract, or otherwise against the purchaser whether or not those parties have notice of the lien of the pledge. Any instrument by which a pledge is created is not required to be recorded.

(8) For taxes levied before January 1, 1997, a city that does not return its delinquent taxes to the county for collection pursuant to its charter shall commence a civil action to foreclose its lien for any delinquent taxes, assessments, and charges subject to collection by the city on real property for which a prior lien has been obtained from the city pursuant to the Michigan tax lien sale and collateralized securities act. Foreclosure proceedings required under this subsection shall commence within 3 years after the date the taxes, assessments, and charges subject to collection by the city become delinquent. Foreclosure proceedings on a lien shall not be required under this subsection if either of the following circumstances exists:

(a) The subsequent tax lien on the same property is conveyed pursuant to the Michigan tax lien sale and collateralized securities act.

(b) The prior tax lien conveyed pursuant to the Michigan tax lien sale and collateralized securities act has been satisfied or extinguished.

(9) For taxes levied after December 31, 1996, at any time before the redemption period provided under section 78g has expired, a person who holds a tax lien from a city pursuant to the Michigan tax lien sale and collateralized securities act, 1998 PA 379, MCL 211.921 to 211.941, may also purchase a county tax lien. A county tax lien purchased under this section shall be transferred by the county or by this state to the purchaser upon receipt of an amount equal to the delinquent taxes, charges, assessments, penalties, interest, and fees represented by the county tax lien. This subsection only applies to county tax liens on property for which the purchaser holds a tax lien from a city.

(10) For taxes levied after December 31, 1996, a person who purchased a county tax lien under subsection (9) may enforce that county tax lien and collect the amounts secured by that county tax lien, together with any interest and penalties that accrued before or after the purchase, in the manner provided under sections 78 to 78k only, notwithstanding any city charter provisions to the contrary. A county tax lien sold under subsection (9) is a preferred or first claim upon the property subject to the lien in the same manner as if the city held the tax lien. A county tax lien purchaser shall not take any action to enforce or collect a county tax lien that is not authorized under sections 78 to 78n.

(11) For taxes levied after December 31, 1996, if a county tax lien is purchased pursuant to subsection (9), the portion of the county tax lien that represents delinquent taxes, interest, penalties, and fees is subject to interest, penalties, and fees as provided under sections 78 to 78k. A person who purchases a county tax lien pursuant to subsection (9) may retain any delinquent taxes, interest, penalties, and fees collected for delinquent taxes, interest, penalties, and fees subject to the county tax lien purchased. The fees levied under sections 78 to 78k shall not be levied more than 1 time on each parcel in each tax year.

(12) For taxes levied after December 31, 1996, a pledge of tax liens or earnings, revenues, other money, or assets from enforcement of county tax liens purchased pursuant to subsection (9) is valid and binding from the time the pledge is made without any filing, recording, or other requirement of notice. The tax liens, earnings, revenues, other money, or

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assets pledged by a person who purchased a tax lien are immediately subject to the lien of the pledge without physical delivery or further act. The lien of the pledge of tax liens, earnings, revenues, other money, or assets is valid and binding against all parties having claims of any kind in tort, contract, or otherwise against the purchaser whether or not those parties have notice of the lien of the pledge. Any instrument by which a pledge is created is not required to be recorded.

(13) As used in this section, "county tax lien" means the following:

(a) As used in subsections (4) to (8), an interest in or encumbrance upon property for taxes levied before January 1, 1997, and charges, assessments, penalties, interest, or fees on those taxes that are returned as delinquent to a county treasurer or, after being returned as delinquent and bid off to this state pursuant to section 70, the state treasurer.

(b) As used in subsections (9) to (12), an interest in or encumbrance upon property for taxes levied after December 31, 1996, charges, assessments, penalties, interest, or fees that are returned as delinquent to a county treasurer.

HISTORY: Act 206, 1893, p 354; eff June 12, 1893.

Pub Acts 1893, No. 206, § 107, eff June 12, 1893; amended by Pub Acts 1978, No. 124, imd eff April 25, 1978; 1982, No. 539, eff March 30, 1983; 1998, No. 378, imd eff October 21, 1998; 1999, No. 123, imd eff July 23, 1999, by enacting § 2 eff October 1, 1999 (see 1999 note below).

Prior codification:

CL 1897, § 3930; CL 1915, § 4106; CL 1929, § 3500.

NOTES:

Editor's notes:

Pub Acts 1999, No. 123, enacting § 6, imd eff July 23, 1999, provides:

"Enacting section 6. This amendatory act does not take effect unless all of the following bills of the 90th Legislature are enacted into law:

"(a) Senate Bill No. 343 [Pub Acts 1999, No. 127].

"(b) Senate Bill No. 488 [Pub Acts 1999, No. 132].

"(c) Senate Bill No. 489 [Pub Acts 1999, No. 133]."

Effect of amendment notes:

The 1998 amendment in subsection (1), inserted "the procedures for collection of taxes, and the enforcement of tax liens are", substituted "if" for "where", inserted "or an ordinance enacted pursuant to their respective charters", and made punctuation and conforming changes in the first sentence, added the second sentence, and substituted "if" for "so long as" in the third sentence; in subsection (2), substituted "if" for "when" and made a punctuation change; in subsection (3), inserted "of review" in the first and third sentences, and inserted "shall be" and "as provided in this act" in the second sentence; and added subsections (4)-(9).

The 1999 amendment in subsection (1), deleted "the" preceding "collection"; in subsection (4), substituted "For taxes levied before January 1, 1997, at" for "At" and inserted ", 1998 PA 379, MCL 211.921 to 211.941,"; in subsection (5), substituted "For taxes levied before January 1, 1997, a" for "A"; in subsection (6), substituted "For taxes levied before January 1, 1997, if" for "If"; in subsection (7), substituted "For taxes levied before January 1, 1997, a" for "A"; in subsection (8), substituted "For taxes levied before January 1, 1997, a" for "A"; rewrote subsection (9); and added subsections (10)-(13).

Statutory references:

Sections 29, 30, 70, 78 to 78n, 108 and 131e, above referred to, are §§ 211.29, 211.30, 211.70, 211.78 to 211.78n, 211.108 and 211.131e.

Cross References:

Village taxes, §§ 69.1 et seq.

Taxes in fourth-class cities, §§ 110.1 et seq.

Bond required of township treasurer and liability thereon, § 211.43.

Michigan Digest references:

Municipal Corporations § 264

MCLS § 211.107

Taxes §§ 10, 351, 502, 641

LexisNexis(TM) Michigan analytical references:

Michigan Law and Practice, Municipal Corporations §§ 404, 407, 411

Michigan Law and Practice, Taxation §§ 183, 252

CASE NOTES

1. Effect of provision.
2. Charter provisions as controlling.
3. Limitation of action to collect taxes.
4. Compatibility of offices.

1. Effect of provision.

The equalizing which board of review and equalization of city of Ionia may perform under charter of Ionia relates to properties on the same ward tax roll and not to total valuation as between the four wards into which city is divided by city charter. *Keister v Gemuend (1957) 348 Mich 669, 83 NW2d 598.*

County board of supervisors has sole jurisdiction to equalize taxes between the various wards of the city of Ionia, and city board of review and equalization does not have such jurisdiction. *Keister v Gemuend (1957) 348 Mich 669, 83 NW2d 598.*

Provisions of general state tax law are applicable to cities and villages when not inconsistent with their respective charters, by virtue of this section. *Detroit v Stafford (1948) 320 Mich 6, 30 NW2d 410.*

Action to recover property taxes paid under protest to city of Detroit is governed by § 211.53, in view of this section (Detroit Charter, tit 6, ch 4, § 30, ch 7, § 11). *Paul v Detroit (1947) 318 Mich 545, 28 NW2d 904.*

Under the statutes it is the duty of the township or city treasurer to try to collect all personal taxes assessed for school purposes, it being his duty to demand payment personally or by mail, and, if payment is not made, to seize property if he can find it and to bring suit and garnishment proceedings, and failure to perform such duties is a default in the discharge of his duty under the general tax law for which a township is specifically liable under CL 1929, § 3485, and a city is liable under this section, which makes § 3485 applicable to cities. *School Dist. of Lansing v Lansing (1932) 260 Mich 405, 245 NW 449.*

Assessment of property of nonresident corporations to the corporation having possession thereof held not to contravene any tax provision of the Detroit charter. *Detroit Shipbuilding Co. v Detroit (1924) 228 Mich 145, 199 NW 645.*

Trial court did not err in granting summary disposition to the Michigan Department of Treasury because rather than vesting discretion in local legislative bodies to waive penalties and interest already accrued, the Michigan Legislature only allowed that where the local government had a system in place for handling penalties and interest for late tax payments, that same system was to be applied to late payments under the State Education Tax Act, MCL §§ 211.901 et seq.; the Michigan Supreme Court affirmed that under MCL § 211.107(1), if a conflict existed between the General Property Tax Act and the city charter, the charter governed. *Heidelberg Bldg., L.L.C. v Dep't of Treasury (2006) 270 Mich App 12, 714 NW2d 664.*

The General Property Tax Act does not apply to cities where their charters provide otherwise; cities are given the power to create procedures inconsistent with the general tax act, and no statute specifically forbids a city from making a hearing before a board of assessors a mandatory prerequisite to a hearing before the board of review. *Fink v Detroit (1983) 124 Mich App 44, 333 NW2d 376.*

Neither this section nor § 211.108 protect the treasurer of a village in accepting tax anticipation bonds in payment of village taxes, as this would be contrary to § 21.153, at least in absence of controlling village charter provision or ordinance. Op Atty Gen, 1930-1932, p 423.

Since cities are liable to school districts for the safekeeping of school funds while in the hands of the city treasurer, then this is not inconsistent with their charters. Op Atty Gen, 1928-1930, p 869.

2. Charter provisions as controlling.

MCLS § 211.107(1) provided that if a conflict existed between the General Property Tax, MCLS §§ 211.1 et seq., and a city charter, the charter governed; the city charter governed the foreclosure sale, which was valid. *Booker v City of Detroit (2003) 469 Mich 887, 668 NW2d 623.*

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City and village charters will not be so construed as to change operation of general tax laws, unless such an intent is plainly expressed. *Standard Acci. Ins. Co. v Detroit* (1943) 307 Mich 720, 12 NW2d 463.

Order dismissing the taxpayer's petition, appealing real property tax assessments, was affirmed because the failure to obtain board review was not the product of any unconstitutional or otherwise improper action by the City of Grand Rapids, Michigan, when the allegations and the manner in which they were presented were simply insufficient to meet the City's charter requirement that all complaints before the assessor "state specifically the grounds thereof," *Grand Rapids, Mich., City Charter tit. IX, § 156. AERC of Mich., LLC v City of Grand Rapids* (2005) 266 Mich App 717, 702 NW2d 692, app den (2006) 474 Mich 1069, 711 NW2d 309.

MCLS § 211.107(1) plainly and unambiguously provides that if a conflict exists between the Michigan General Property Tax Act and the provisions of a city charter, the charter governs. *Booker v City of Detroit* (2002) 251 Mich App 167, 650 NW2d 680, revd, remanded, app den (2003) 469 Mich 892, 668 NW2d 623, reconsideration den (2003, Mich) 674 NW2d 153.

Because the decision in *Magee v. Detroit* (1994) 203 Mich App 228, 511 NW2d 717, did not consider the language of MCLS § 211.107, which states that the Michigan General Property Tax Act, MCLS §§ 211.1 et seq., does not apply to a city that has adopted inconsistent city charter or city ordinance provisions, the decision was wrongly decided. *Booker v City of Detroit* (2002) 251 Mich App 167, 650 NW2d 680, revd, remanded, app den (2003) 469 Mich 892, 668 NW2d 623, reconsideration den (2003, Mich) 674 NW2d 153.

3. Limitation of action to collect taxes.

Statute requiring personal action to be commenced within six years after cause therefor accrues applies to action by city against administrator personally to recover taxes on personal property of estate assessed against administrator. *Detroit v Stafford* (1948) 320 Mich 6, 30 NW2d 410.

General statute of limitations, limiting time in which court action may be taken to six years, applies to proceedings by city of Detroit to collect personal property taxes. *Atkinson v Cobo* (1943) 305 Mich 323, 9 NW2d 558.

4. Compatibility of offices.

Under city charter providing that city assessor automatically becomes member of county board of supervisors, and that city clerk may also be appointed to office of city treasurer, there is no incompatibility between offices of city clerk and city assessor so long as offices of city clerk and city treasurer are not held by same person. Op Atty Gen, May 24, 1946, No. 0-4682.



Memorandum

To: Village Council
Donna Dettling, Village Manager
From: Allison Bishop
Re: **Dexter Wellness Center Preliminary Site Plan #1**
Recommendation from Planning Commission
Date: June 11, 2007

PLANNING COMMISSION DECISION

On May 7, 2007 the Planning Commission reviewed the Preliminary Site Plan dated April 2, 2007, for the Dexter Wellness Center.

The Planning Commission waived the parking space requirements for additional parking due to the varying peak times of the office building and the wellness center. The Planning Commission also recommended that sixty (60) parking spaces be land banked (in the Phase 2 area) in the event that the shared parking between the wellness center and the offices is not sufficient.

The Planning Commission also waived the loading zone requirement due to the applicant's explanation that there will not be deliveries from trucks larger than UPS/FedEx.

The Planning Commission recommended approval of the preliminary site plan with the following motion:

Consideration of: Dexter Wellness Center Preliminary Site Plan-AR Brouwer Company
-Move Wilcox, support Clugston based upon the information received from the applicant, reflected in the minutes of this meeting, and in conformance with Section 21.04 of the Village of Dexter Zoning Ordinance, the Planning Commission finds the Dexter Wellness Center Preliminary Site plan dated 4-30-07 **meets** the requirements to recommend the Preliminary Site Plan.

In making this determination, the following additional conditions shall apply:

1. Concerns noted in the planner's review dated April 18, 2007.
2. Concerns noted in the engineer's review dated April 18, 2007
3. Concerns noted in the DAFD review dated April 13, 2007.
4. Concerns noted in the Water Utilities review dated April 18, 2007.
5. Issues addressed and discussed by the SPR committee at the April 30, 2007 meeting.
6. The addition of sixty (60) land banked parking spaces.
7. Concerns noted in Community Planners review dated May 7, 2007.

REVIEW

Included in your packet are the consultant reviews for the applicant's revised preliminary site plan dated May 16, 2007.

The following reviews are included for your reference:

1. May 30, 2007 SPR Committee meeting minutes
2. Engineering Consultant review #3 dated June 4, 2007
3. Planning Consultant review memo dated June 4, 2007

4. Planning Consultant review #1 dated April 18, 2007
5. Water Utilities review dated June 4, 2007
6. DAFD review dated May 22, 2007

The applicant is proposing to develop approximately 7.5 acres located along Baker Road. The site was the former Colorbok site. The applicant proposes to demolish the existing buildings, except for 17,000 square feet. The remaining 17,000 will be office space for the Colorbok employees still on site. The project will be constructed in 2 Phases. Phase 1 is the Wellness Center. Phase 2 is the two office buildings at the front of the site and the additional parking.

The applicant has submitted response comments with the plan dated 5-16-07.

RECOMMENDATION

Per Section 21.04(B)2 the Planning Commission shall consider the following standards when reviewing a preliminary site plan:

- a. That all required information has been provided;
- b. That the proposed development conforms to all regulations of the zoning district in which it is located;
- c. That the applicant may legally apply for site plan review;
- d. That vehicular and pedestrian traffic within the site, and in relation to streets and sidewalks serving the site, shall be safe and convenient;
- e. That the proposed site plan will be harmonious with, and not harmful, injurious, or objectionable to, existing and future uses in the immediate area;
- f. That natural resources will be preserved to a maximum feasible extent;
- g. That the proposed development respects natural topography to the maximum feasible extent, and minimizes the amount of cutting and filling required;
- h. That organic, wet, or other soils, which are not suitable for development, will be undisturbed or will be modified in an acceptable manner;
- i. That the proposed development properly respects floodway and flood plains on or in the vicinity of the subject property; and
- j. That phases of development are in logical sequence so that any phase will not depend upon a subsequent phase for adequate access, public utility services, drainage, or erosion control.

SUGGESTED MOTION

Based upon the information received from the applicant, the recommendation provided by the Planning Commission, and in conformance with Section 21.04 of the Village of Dexter Zoning Ordinance, the Village Council finds that the Dexter Wellness Center Preliminary Site plan dated 5-16-07 (meets / fails to meet) the requirements to recommend the Preliminary Site Plan.

In making this determination, the following additional conditions shall apply:

1. Concerns noted in the May 30, 2007 SPR Committee meeting minutes
2. Concerns notes in the Engineering Consultant review #3 dated June 4, 2007
3. Concerns noted in the Planning Consultant review memo dated June 4, 2007
4. Concerns noted in the Water Utilities review dated June 4, 2007
5. Concerns noted in the DAFD review dated May 22, 2007
6. _____
7. _____
8. _____
9. _____

OR

Move to postpone the action on the Dexter Wellness Center Preliminary site plan dated 5-16-07 until _____ (date) _____, to allow the applicant time to address the following items:

1. Addressing the outstanding engineering, planning consultant, Water Department, Fire Department comments and the SPR committee comments.
2. _____
3. _____
4. _____

Please contact me prior to the meeting with questions.
Thank you,



VILLAGE OF DEXTER - COMMUNITY DEVELOPMENT OFFICE
8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Memorandum

To: Site Plan Review Committee Meeting
Jim Seta, Shawn Keough, Derk Wilcox, Matt Kowalski; Alternate: Scott Bell)
Please contact Alternate if you cannot attend.
Christine Cale – OHM
Don Dettling – DAFD
Steve Brouwer – AR Brouwer
Emily McKinnon - PEA

From: Allison Bishop

Re: Dexter Fitness Center (SP#2007-01)

Date: April 2, 2007

Monday, April 30, 2007

5:00 PM at the Village Offices (National City Bank basement)

Agenda

- I. Introductions
 - II. Overview of Project by Applicant
 - III. Applicant Questions
 - IV. Consultant Reviews
 - V. Planning Commission Questions
 - VI. Adjournment
-

MINUTES

Attendance: Bishop, Brouwer, Cale, Dettling, Seta, Keough, Wilcox and Kowalski

The SPR Committee meeting is an opportunity for a few representatives of the Planning Commission and Council to meet with the developer to discuss the plan and the consultant review comments. The discussion included, but was not limited to the following:

Dexter Area Fire Department

Don Dettling from the DAFD discussed some of the DAFD issues, including hydrant locations. The DAFD has worked with the developer to address all the issues, no other comments.

Planning Review

Curb cuts

- The curb cut in front of the existing building (northern most) will remain until Phase 2 of the project. The applicant agreed to add a note to the plan that states that the curb cut will be removed upon completion of Phase 2.

- The entrance to the project will be changed to include a left hand turn lane out of the project.

Outdoor recreation area

- The group discussed moving the outdoor recreation area to the north side of the building to relocate the parking to a lot and to have better design on the interior of the building. The applicant indicated that the outdoor recreation area would eventually be a pool so relocation was not possible.

Parking

- The temporary paving area for the 17,000 square foot office area will remain until Phase 2 of the project. The paving area will have a finished look, however not be to the engineering standards.
- Per the Planning Consultant comment the loading zones have removed from the entrance and office buildings.
- Per Section 5.01G, the Planning Commission is being asked to allow for a deviation in the parking standards. At the time of the review the pool capacity was not known, however the applicant has now stated that the pool capacity has been set at 150 people.
- Circulation within the parking lot was discussed. The applicant has been asked to propose an alternative plan for vehicles to turn around at both the north and south ends of the Wellness Center. The committee discussed the possibility of eliminating a parking space to allow for a turn around. The applicant will address this in future submittals.
- Snow plowing was discussed and the applicant stated that snow removal may need to be trucked off-site.

Landscaping/Sidewalk

- Landscaping was briefly discussed. Final landscaping is not required until the Final Site Plan submittal
- The committee discussed linking the project with Katie's, but the applicant stated that the grade change prohibits a sidewalk connection to the adjacent property to the north.

Hours of operation

- The hours of operation will be 5:30 am – 11:00 pm – the center will NOT be 24 hours.

Floor Plans and Elevation

- The floor plan was briefly discussed. The spa, physical therapy will be public, all other amenities will be private.
- All the windows will be tinted that can be seen in and out of.

Engineering Review

- Phasing – the applicant was asked to clarify the phasing on the next submittal.
- Capacity – the engineer requested the data for the flow rates to determine the needed water and sewer capacity and the availability of capacity on the Baker Road lines. OHM will be evaluating flow-monitoring data over the next few weeks and should be able to conclusively state the available capacity.
- Water main connections were discussed. The applicant was asked to explore relocating the water main to the south property line to avoid the influence of the pavement.
- The applicant was asked to add the new infrastructure to the plan for the next submittal.
- The boulder walls proposed at the east of the site will require additional engineering review.
- The applicant stated that the project will be approximately 45 REU's.

Please feel free to contact me if you have any questions.

June 4, 2007

VILLAGE OF DEXTER
8140 Main Street
Dexter, MI 48130



Attention: Ms. Allison Bishop
Community Development Manager

Regarding: **Dexter Wellness Center – Preliminary Site Plan Review #3**
OHM Job # 0130-07-1001

Dear Ms. Bishop:

The preliminary site plan received May 21, 2007 for the above-mentioned project has been reviewed for conformance with the requirements of the Village of Dexter Engineering Standards Manual. The preliminary site plan is recommended for *approval* contingent upon the following comments being addressed prior to final site plan submittal:

Preliminary Site Plan Comments:

1. The total REUs for the site, including calculations, need to be shown on the plans. In addition we note that while comparing REUs of a similar system is worthwhile, the total number of REUs for the development needs to be shown considering the site is at capacity.

The following comments do not affect preliminary site plan approval, but are provided for final site plan review:

2. For the proposed retaining walls, structural details and calculations that are signed and sealed by a professional engineer, will need to be submitted for review.
3. The length and material of the proposed utilities should be shown on plan and profile views. Profiles are required for all utilities and should include the following:
 - a. Length, type, class, slope, and size of pipe
 - b. Top of casting and invert elevations
 - c. Progressive numbering system
 - d. Areas of special backfill (i.e. sand)
 - e. Existing and proposed ground elevation
 - f. All utility crossings and parallel utilities
 - g. Easements where required
4. Basis of designs should be added to the utility sheet (SP-5) for all proposed utilities. A quantity list and the design results need to be shown on the cover sheet for permitting purposes.
5. Storm sewer calculations shall be included for review along with a drainage area map specifying the drainage area contributing to each storm structure within the site.
6. Standard notes and details should be included as part of the plan set prior to final submittal.
7. A grading easement will be required for the proposed offsite grading.

The above comments should be addressed as part of the final site plan review. A cover letter indicating how each comment in this letter was addressed should be submitted with the final site plan. Should there be any questions or comments, please contact this office at (734) 522-6711.

Sincerely,
ORCHARD, HILTZ & McCLIMENT, INC.

Christine A. Cale

Christine Cale, P.E.
Project Engineer

CAC/kje

cc: Ms. Donna Dettling, Village Manager
Mr. Ed Lobdell, Village Superintendent of Utilities
Emily McKinnon, P.E., Professional Engineering Associates, 2900 E. Grand River Ave., Howell, MI 48843
Robert King, Lindhout Associates, 10465 Citation Dr., Brighton, MI 48116
Steve Brouwer, BST Investments, LLC, 7444 Dexter-Ann Arbor Road, Suite F, Dexter, MI 48130
File

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CARLISLE/WORTMAN ASSOCIATES, INC.
Community Planners /Landscape Architects

605 S. Main, Suite 1
Ann Arbor, MI 48104
734-662-2200
fax 734-662-1935

6401 Citation Drive, Suite E
Clarkston, MI 48346
248-625-8480
fax 248-625-8455

MEMORANDUM

TO: Village Council
FROM: Douglas J. Lewan, Community Planner
DATE: June 4, 2007
RE: Dexter Wellness Center Preliminary Site Plan

On May 7, 2007, the Planning Commission recommended approval of the preliminary site plan subject to the concerns noted by various reviewing bodies and the Planning Commission. In response to our April 18, 2007 review, the applicant has submitted a revised (May 16, 2007) preliminary site plan for the Dexter Wellness Center. With respect to the concerns noted in our initial review, we have the following comments:

1. Provide capacity of the pool.

The capacity of the pool (150 persons) has been noted on the plans (sheets SP-3 and SP-4).

2. Provide required amount of parking for entire development.

The current plan provides 284 parking spaces, which is thirty-three (33) spaces less than what is required (317 spaces). The applicant has noted that peak usage for the offices and fitness center will be different therefore shared parking is expected. Note that the Planning Commission motioned to waive the additional spaces needed to meet parking requirements. The Planning Commission's motion noted a deficiency of twenty twenty-four (24), based on a previous plan (April 30, 2007) that had 293 spaces. It should be noted that the greater deficiency (33) in the current plan is due to recommendations by Planning Commission to improve site layout and circulation.

3. Provide required parking for Phase I.

The Phase I parking calculations indicate two hundred seventy-seven (277) parking spaces are required, which consists of eighty-three (83) existing parking spaces near the remaining portion of the Colorbok building, one hundred thirty-four (134) new spaces for the fitness center and pool, and sixty (60) land-banked spaces. Provision of land-banked spaces was a condition of the Planning Commission's recommendation in the event anticipated shared parking between the fitness center and Colorbok does not satisfy demand.

4. Provide an additional barrier-free space.

As required, twelve (12) barrier-free parking spaces are provided.

5. Planning Commission to consider waiving and/or revising loading space requirement for the fitness center and the office buildings.

Based on a telephone conversation with the applicant, we recommended removing all of the proposed loading zones for all buildings except for the loading area in Phase I. We feel the 10' x 50' loading zones for the office buildings is not necessary particularly since most, if not all deliveries will be by smaller (UPS, FedEx) trucks. While the fitness center is a much larger building, we feel the nature of the use would not warrant a loading zone once the fitness center is in operation. Larger trucks (55 foot) will likely visit the fitness center to deliver large exercise equipment (i.e. treadmills) prior to its opening. We did request the applicant to note on the plans that a loading zone could be established on the northeast corner of the building, if needed in the future. The Planning Commission did recommend waiving loading space requirements for the new fitness center and two (2) office buildings.

6. Relocate loading space proposed for fitness center.

See response in item 5 above.

7. Relocate loading spaces for office buildings.

See response in item 5 above.

8. Propose alternative location for Phase I loading zone.

Upon further review of the preliminary site plan and after our conversation with the applicant, we find the proposed loading zone for Phase I to be acceptable.

9. Provide eleven (11) bicycle hoops.

Upon review of our April 18, 2007 report, we found that required bicycle parking was incorrectly calculated. The applicant has revised the preliminary site plan and now provides parking for fifteen (15) bicycles, which is acceptable.

10. Increase width of parking islands to the required 10-foot minimum.

The widths of the subject parking islands are approximately eight (8) feet. Note that the subject parking islands, which are oriented north and south, can be increased to the 10-foot minimum without compromising the minimum required width of maneuvering lanes (22 feet) within the parking lot.

11. Applicant to explain expected loading needs for the fitness center and office buildings.

See response in item 5 above.

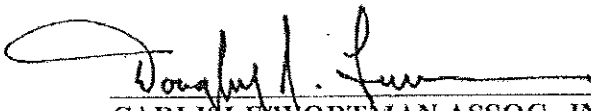
In addition to the items noted above, the Planning Commission expressed concern with the narrow parking areas on the north and south sides of the fitness center and the potential difficulties in maneuvering that may result. The applicant has addressed this issue by restricting parking on the ends of these parking areas, which provide space for customers to make a 3-point turn if no parking spaces are available. The proposed changes improve access in these parking areas but we believe additional improvements would make it better.

Overall, the hatching proposed in north parking area, which designates a no parking area, is acceptable. However, to improve access for customers, we recommend designating the last twelve (12) parking spaces for employees only. Signage indicating "Employee Parking" and "No Parking" should be provided with the final site plan.

Maneuvering within the south parking area remains troublesome. The Planning Commission had discussed the possibility of reconfiguring this area entirely to improve circulation. One of the ideas discussed involved shifting the Future Outdoor Fitness Area further east and south (near the south property line). As a result, parking on the south end would be more or less square, which could accommodate a through lane providing better access. Prior to final site plan submission, we would be happy to discuss this alternative with the applicant.

RECOMMENDATION

We recommend the applicant make changes to the parking areas as noted to improve overall circulation in addition to any outstanding issues listed our initial review. The preliminary site plan is in substantial compliance with Village standards therefore recommend approval. However, the applicant should address the concerns related to the parking lot prior to the final site plan being considered by the Planning Commission.


CARLISLE/WORTMAN ASSOC., INC.
Douglas A. Lewan, PCP
Principal

241-02-2701

cc: Steve Brouwer, A.R. Brouwer, 7444 Dexter Ann Arbor Road, Suite F, Dexter MI, 48130
Emily S. McKinnon, P.E., Professional Engineering Associates, Inc., FAX: 517.546.8973
Bob King, Lindhout Associates, FAX 810.227.5668



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248-625-8480
fax 248-625-8455

Date:

April 18, 2007

Preliminary Site Plan Review For Village of Dexter, Michigan

Applicant: A.R. Brouwer Co, LLC

Project Name: Dexter Fitness Center

Plan Date: April 2, 2007

Revision Date: NA

Location: East side of Baker Road between Hudson and Dan Hoey Roads

Zoning: C-1, General Business

Action Requested: Preliminary Site Plan Approval

Required Information: Deficiencies are noted in the body of the following review.

PROJECT AND SITE DESCRIPTION

The applicant proposes to demolish the existing cluster of buildings of the Colorbok site on Baker Road and construct three (3) buildings that total of 88,081 square feet. The development would be constructed in two (2) phases. According to Section 21.09 of the Zoning Ordinance, the preliminary site plan shall cover the entire property and shall clearly indicate the location, size, and character of each phase. A final site plan is required for each phase.

Phase I would include a new 53,081 square foot fitness center located at the rear of the site and a portion (17,000 square feet) of the existing buildings that will not be tore down. Phase II involves the demolition of the 17,000 square foot building and construction of two (2) office buildings (15,000 and 20,000 square feet) on the Baker Road frontage.

The site has a gross area of 7.85 acres (7.42 acres net). A total of two hundred eighty-two (282) parking spaces will be provided including eleven (11) barrier free spaces for the entire

development. Phase I will have two (2) entrances and will subsequently reduced to one (1) entrance during Phase II construction. Currently there are four (4) entrances).

AREA, WIDTH, HEIGHT, SETBACKS

All of the improvements proposed for the site (Phase I and II) were compared to C-1 requirements and summarized in the following table.

	C-1, Required	Proposed
Lot Area	10,000 square feet	323,215 square feet (7.42 acres)
Lot Width	70 feet	525 feet
Setbacks		
Front	25 feet	35 feet
Side	10 feet / 20 feet total	79 feet (229 feet total)
Rear	25 feet	60 feet
Building Height	35 feet maximum; 2 ½ stories	29 feet; one story
Lot Coverage	No requirement	27%

The proposed office buildings along Baker Road meet the current front setback. However, as proposed, these buildings are located approximately seven (7) feet from the Baker Road future right-of-way (120 feet). The office buildings would be within the front setback therefore, a variance would be required. Note that the Village's Master Plan states that a one hundred twenty (120) foot right-of-way should be established as properties are redeveloped.

Note that the fitness center building, which is part of Phase I, meets all of the Village's dimensional requirements.

Items to be addressed: None.

BUILDING LOCATION AND SITE ARRANGEMENT

The fitness center is located at the east end (rear) of the site. The two (2) office buildings in Phase II are located along Baker Road on either side of the single entrance to the development. Parking is found in the front and sides of the fitness center although most is in the front; no parking is located along Baker Road. A detention basin is proposed for the southwest corner of the site.

Items to be addressed: None.

PARKING, LOADING

In general, vehicle parking and loading spaces for the entire development (Phases I and II) is a concern. The table below and following analysis provides an overview of parking issues.

	Required	Provided
Off-Street Standard		
Health Fitness Center w/o Swimming Pool (4 /1,000 SF)	212	
Swimming Pool (1/each 3 person of capacity)	*	
Office (3/1,000 SF)	105	
Total	317**	282
Barrier Free	12	11
Loading	5	3
* Capacity of the pool is unknown at this time.		
** The total parking requirement will increase once swimming pool capacity is be determined.		

As shown in the table, the number of parking spaces provided for Phases I and II is deficient by thirty-five (35). When the capacity of the swimming pool is factored into the parking equation parking deficiency will increase. The applicant must provide the capacity of the pool so that overall parking requirement can be determined.

Parking required for Phase I, which includes the fitness center and 17,000 square feet of the existing building, is also deficient. The calculation on sheet SP-4 indicates a total of 212 parking spaces; however, the calculation does not incorporate parking required for the existing building and the amount of parking required by swimming pool use. Note that the Planning Commission may permit deviations from parking requirements and may also attach conditions to the approval of the deviation.

According to the table, one (1) additional barrier free parking space must be provided to the meet the State of Michigan requirement.

No parking for bicycles has been provided. Village standards require one (1) bicycle hoop for every twenty (20) parking spaces provided. Based on total parking (212 spaces), eleven (11) bicycle hoops are required.

All of the proposed parking spaces meet dimensional requirements but the width of some of the parking lot islands must be increased to meet the required ten (10) foot minimum.

Loading - Based on the Village's requirements, the fitness center is required to have three (3) loading spaces; however, we feel this may be unnecessary for a use such as a fitness center. We do not anticipate the need for three (3) loading spaces; however, the applicant should explain the need for loading. The Planning Commission should consider waiving and/or revising loading space requirement for the fitness center. One (1) loading space has been provided. The single

loading space provided is located along the north side of the parking area approximately one hundred (100) feet from the building. We are concerned that this distance may compromise safe and efficient unloading (or loading) activities. The applicant should relocate the proposed space. It would be ideal if loading space(s) were adjacent to the fitness center.

As required, one (1) loading space for each office building has been provided; however, their location is problematic. The proposed loading spaces are located along the entrance to the site, are visible from Baker Road, and will likely cause conflicts with vehicles entering and exiting the site. According to the Zoning Ordinance, loading spaces shall not be provided on any building side directly visible to a public street. Therefore, the applicant must relocate the office loading spaces in accordance with Village standards. As noted, we believe one (1) loading space for each office building may be excessive. As was the case with the fitness center, loading requirements may be excessive for the office buildings; however, the applicant should explain the anticipated loading requirement for these buildings. The Planning Commission should consider revising loading requirements for the two (2) office buildings.

The loading area proposed for Phase I consists of a large area (30' x 91') situated between vehicle parking spaces. This is not an ideal location; therefore, the applicant should propose an alternative location.

Items to be addressed: 1) Provide capacity of the pool. 2) Provide required amount of parking for entire development. 3) Provide required parking for Phase I. 4) Provide an additional barrier-free space. 5) Planning Commission to consider waiving and/or revising loading space requirement for the fitness center and the office buildings. 6) Relocate loading space proposed for fitness center. 7) Relocate loading spaces for office buildings. 8) Propose alternative location for Phase I loading zone. 9) Provide eleven (11) bicycle hoops. 10) Increase width of parking islands to the required 10-foot minimum. 11) Applicant to explain expected loading needs for the fitness center and office buildings.

SITE ACCESS AND CIRCULATION

One (1) access drive is proposed for the entire development. Currently, four (4) drives provide access to the Colorbok site. All maneuvering lanes within the parking lot meet Ordinance requirements. The reduction in driveway access points is a benefit to this site and Baker Road.

As noted, location of the proposed loading spaces is not acceptable and must be relocated. Circulation for automobiles is acceptable. Based on our truck turning templates, large (55-foot) trucks should be able to maneuver through Phases I and II.

The two (2) sidewalks proposed to connect to the existing sidewalk along Baker Road provide adequate pedestrian access to the site. The proposed internal sidewalk network provides adequate pedestrian connections between the buildings on the site.

Items to be addressed: None.

SAFETY PATHS/SIDEWALKS

An existing five (5) wide sidewalk extends along the Baker Road frontage. After Baker Road is improved to accommodate a sixty (60) foot right-of-way, a new sidewalk will be installed. As noted, two (2) sidewalks are proposed to connect to the existing sidewalk along Baker Road.

Items to be addressed: None.

LANDSCAPING

A landscape plan for Phase I only has been provided although it is not required until the final site plan. However, we provide the following review for the benefit of the applicant.

Composition – A listing of all plant materials including quantity, sizes, and botanical names will be required for the final site plan. The landscape plan shall also provide information on the percentage of genus and species as required by Section 6.02 of the Zoning Ordinance. Note that no more than twenty-five (25) percent of any one plant genus or ten (10) percent of any one species is permitted.

Greenbelt Street Trees – One (1) street tree is required for every forty (40) lineal feet between the sidewalk and the curb with frontage on a public street. Based on the Baker Road frontage (525 feet), thirteen (13) greenbelt trees are required. The applicant has provided eleven (11) trees most of which are located south of the new entrance to the site. Note that the north side of the new entrance is to remain relatively unchanged in Phase I.

Site Landscaping – On-site landscaping must total at least five (5) percent of the total lot area exclusive of any other required landscaping. Therefore, five (5) percent of the site is 16,163 square feet must be landscaped in accordance with the standards of Section 6.07 (1 deciduous or ornamental or evergreen tree per 400 square feet, and 1 shrub (18”) for every 250 square feet of required interior landscaping area). The applicant has indicated that 16,234 square feet has been landscaped with the required 40 trees and 64 shrubs.

Interior Parking Lot Landscaping – Per Section 6.08 of the Zoning Ordinance, at least three (3) percent of the total parking lot area shall be landscaped in addition to other landscaping requirements. The applicant indicates a total parking area of 80,570 square feet. This appears to be the parking area of the entire site after completion of Phase II. Based on this area (80,570 square feet), 2,417 square feet (3%) of interior areas of the parking lot must be landscaped with one (1) tree for every 400 square feet of parking area. Therefore, six (6) parking lot trees are required and have been provided.

Parking Lot Buffer – The parking area north of the central entrance along Baker Road has ninety-four (94) lineal feet of frontage. According to Section 6.04, three (3) deciduous trees plus five (5) evergreen trees or twenty (20) shrubs is required. The applicant has proposed to use two (2) existing honey locust trees to satisfy this requirement. The use of the existing trees is acceptable; however, the applicant must provide the balance of the required buffer landscaping (1 deciduous tree and 5 evergreen trees or 20 shrubs).

Buffer/Screen – The correct buffer types have been identified on the site plan for all the property lines. Details of the various buffers are provided in the table below.

	<u>Requirement</u>	<u>Provided</u>
North Buffer (“A”)	10’ wide; 13 ornamental trees OR evergreens OR 110 shrubs	10’ wide; 4 existing trees plus 8 evergreens and 25 shrubs
East Buffer (“C”)	6’ wall/fence or 3’ berm; 15’ wide; 16 evergreens OR ornamental trees AND 80 shrubs	15’ wide; no wall/fence or berm*; 10 existing trees plus 6 evergreens and 80 shrubs
South Buffer (“C”)	6’ wall/fence or 3’ berm; 15’ wide; 22 evergreens OR ornamental trees AND 110 shrubs	10’ – 15’ wide; no wall/fence or berm*; 14 evergreens and 4 ornamentals AND 62 shrubs

* Wall, fence, or berms are not being proposed along the east and south property lines due to the topography in these areas.

As noted above, the north and south buffers are deficient in the number of plants provided. With regard to the required wall, fence, or berm for the east and south buffers, the Planning Commission may waive this requirement. Waiving the requirement for the east property line may be warranted due to the extreme topography; however, the south property line does not possess such extreme topography.

Dumpster Screening – The locations of several dumpsters is provided and acceptable. Screening of the dumpster proposed in Phase I is acceptable as well. Details of the enclosure must be provided.

Tree Replacement – An existing tree inventory has been provided; however, it is difficult to identify all the trees particularly the trees to be saved. Of the trees to remain, the following trees cannot be found on the plan: 1842 through 1855. The applicant should provide better labels for each tree and more clearly identify the trees to be saved and removed.

According to sheet L-1 (*Existing Tree Inventory*), fifty-nine (59) existing trees, all with a caliper of eight (8) inches or greater, are indicated on the plan to be removed one (1) of which is a twenty-six (26) inch landmark tree. Forty-seven (47) existing trees, all with a caliper of eight (8) inches or greater, are proposed to remain. The replacement calculations provided are correct; however, no replacement trees are proposed for trees identified as invasive (i.e. cottonwood, box elder). The Zoning Ordinance does not exempt tree replacement when undesirable species as noted are removed. According to Section 6.14 E., the Planning Commission may waive replacement standards for select clearing of lower quality and non-native species such as those previously noted.

Note that replacement trees shall be in addition to all other landscaping requirements.

Items to be addressed: Landscaping concerns as noted must be addressed in the final site plan.

LIGHTING

A lighting plan has not been provided with the preliminary site plan. A detailed lighting plan will be required for final site plan review and shall include all proposed site lighting, details for all proposed fixtures, and a photometric study per Section 3.19.

Items to be addressed: Provide lighting plan with the final site plan.

ESSENTIAL SERVICES

The site is served by water and sanitary sewer service. The proposed uses should not impact Village essential services, i.e. sewer, water, police, or fire.

Stormwater will be detained in an on site detention basin. We defer to the Village's engineer to comment on essential services.

Items to be addressed: Village Engineer to review proposed essential services.

SIGNS

A detailed sign plan must be provided with the final site plan.

Items to be addressed: Provide a detailed sign plan with the final site plan.

FLOOR PLANS AND ELEVATIONS

Detailed floor plans and elevations have been provided. The elevations are very appealing and should improve upon the overall appearance of the area and the value of adjacent and nearby properties. The exterior surface is predominately brick.

Items to be addressed: None.

CONCLUSION

Prior to approval of the preliminary site plan, the comments of this review should be addressed to the satisfaction of the Planning Commission. Our comments are summarized below:

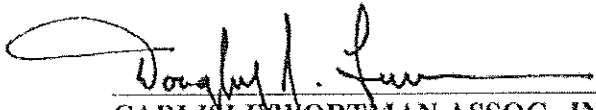
Preliminary Site Plan Concerns

1. Provide capacity of the pool.

2. Provide required amount of parking for entire development.
3. Provide required parking for Phase I.
4. Provide an additional barrier-free space.
5. Planning Commission to consider waiving and/or revising loading space requirement for the fitness center and the office buildings.
6. Relocate loading space proposed for fitness center.
7. Relocate loading spaces for office buildings.
8. Propose alternative location for Phase I loading zone.
9. Provide eleven (11) bicycle hoops.
10. Increase width of parking islands to the required 10-foot minimum.
11. Applicant to explain expected loading needs for the fitness center and office buildings.

Final Site Plan Concerns

1. Landscaping concerns as noted must be addressed in the final site plan.
2. Provide lighting plan with the final site plan.
3. Village Engineer to review proposed essential services.
4. Provide a detailed sign plan with the final site plan.


CARLISLE WORTMAN ASSOC., INC.
Douglas A. Lewan, PCP
Principal

241-02-2701

cc: Steve Brouwer, A.R. Brouwer, 7444 Dexter Ann Arbor Road, Suite F, Dexter MI, 48130
Emily S. McKinnon, P.E., Professional Engineering Associates, Inc., FAX: 517.546.8973
Bob King, Lindhout Associates, FAX 810.227.5668

VILLAGE OF DEXTER

WATER UTILITIES

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572

FAX (734) 426-2208

MEMORANDUM

TO: Community Development Office

FROM: Public Services Dept.

SUBJECT: Site Plan Review of Dexter Wellness Center

DATE: June 4, 2007

Tap fees must be paid prior to service being granted.

Fire hydrants must have stortz fitting.

Storm covers are to be labeled as such.

Curb boxes must be at grade and be operable prior to service being granted.

Utility connections are to be coordinated with the Village Utility Dept.

Reviewed By: ^{Ed}Ed Lobdell - Public Services Supt.



Dexter Area Fire Department

May 22, 2007

Allison Bishop
Community Development Manager
Village of Dexter
8140 Main St.
Dexter, MI 48130

Re: Plan review of: Dexter Wellness Center
Plans Dated: May 16, 2007

Dear Mrs. Bishop:

The Dexter Area Fire Department (DAFD) has reviewed plans submitted to this department. We have reviewed these plans with Fire Safety and Prevention in mind. Our resources are the Fire Protection Ordinance (FPO) and Village Standards. Below are our comments.

DAFD Comments: None

Village of Dexter Engineering Standards: Within Standards and recommendations

Fire Protection Ordinance: Requirements of this ordinance will need to be incorporated in future plans before approval is granted relating, but not limited too: **Knox Box** IFC Section 506, **Addressing** IFC Section 505, **Minimum Roadway Widths** IFC Section D-103 **Fire Lane Signage** IFC Section 503.3 & D-103.6. -103, **Fire Suppression, Alarm Systems and Kitchen Fire Suppression System (if Applicable)** IFC Section 105.7 & Washtenaw County Building Department

DAFD Recommendations: DAFD supports Final Approval of this project

Donald Dettling
Fire Inspector

cc/ Loren Yates
Developer

Fire Chief
A. R. Brouwer

Allison Bishop

From: Steve Brouwer [stevebrouwer@arbrouwer.com]
Sent: Thursday, June 07, 2007 3:56 PM
To: Allison Bishop
Subject: FW: Dexter Wellness - Alternate layout
Follow Up Flag: Follow up
Due By: Friday, June 08, 2007 10:00 AM
Flag Status: Flagged

Allison,

Attached is a preliminary sketch addressing the parking concern raised by Carlisle Wortman on the south side of the building. This layout deletes 23 parking spaces and creates an undesirable configuration for the future outdoor fitness area. Please review it and let me know if any additional information is required to address this item.

Steve Brouwer
A. R. Brouwer Co. LLC
7444 Dexter-Ann Arbor Rd.
Dexter, MI
Phone (734)426-9980
Fax (734) 426-9985

6/8/2007

ORIGINAL DESIGN

← 608 SPACES

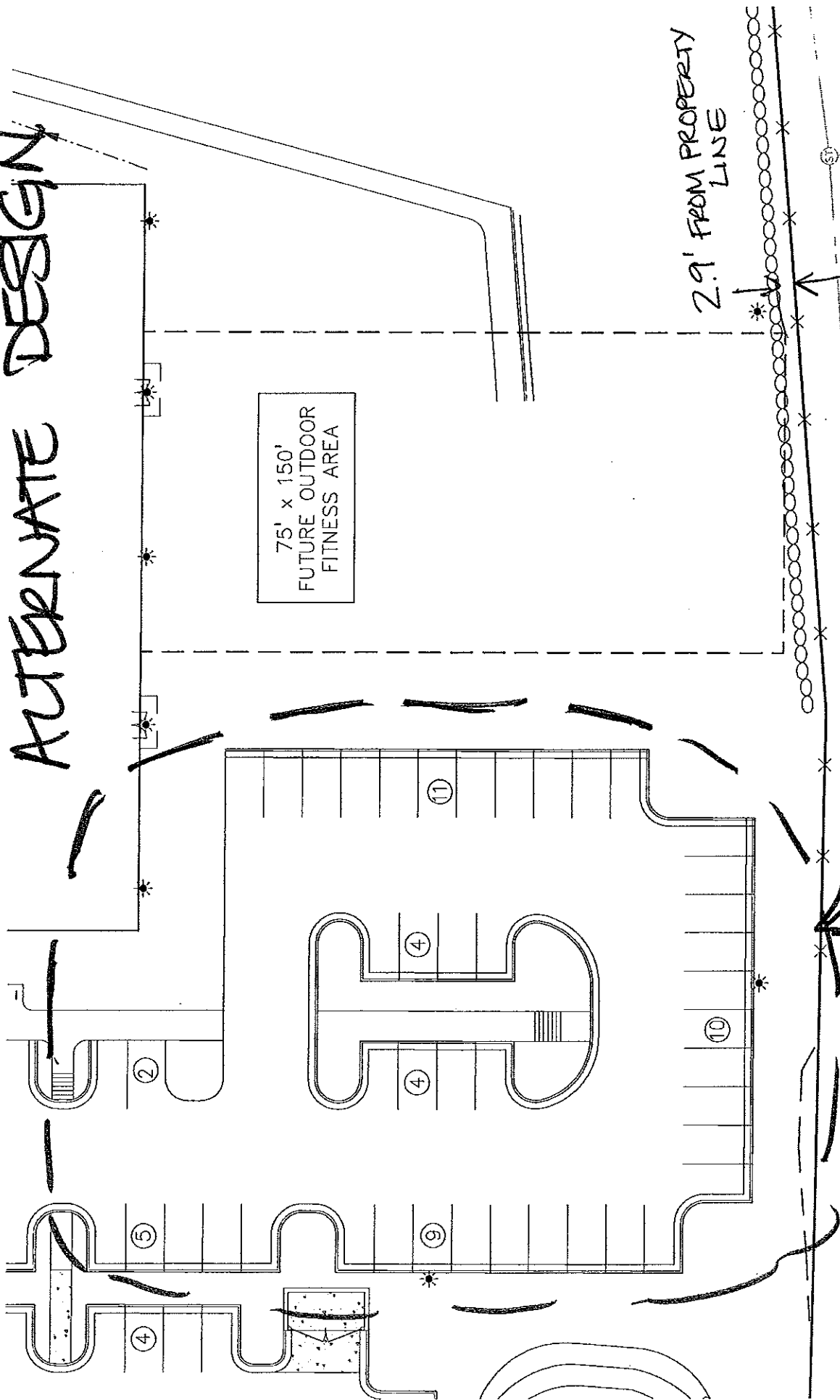
75' x 150'
FUTURE OUTDOOR
FITNESS AREA

3' SIDE SETBACK

S 85° 38' 07" W(M) 206.93'(M)
S 85° 28' 10" W(R) 206.89'(R)

ASPH

ALTERNATE DESIGN



45 SPACES

STORM MH-6
36" W. 573.57
36" E. 578.73

[illegible]

EXISTING AT GLADES EYE LINE

**EXISTING AT
TRADE AT
PEOP. UNE**

= 894



VILLAGE OF DEXTER – COMMUNITY DEVELOPMENT OFFICE

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

AGENDA 6-11-07
ITEM L-3

Applicant: Foggy Bottom Coffee House, Doug Marrin

Project Name: Foggy Bottom Coffee House Outdoor Seating

Review Date: May 31, 2007

Location: 7065 Dexter Ann Arbor Road

Zoning: C-1 General Business District. Per Section 14.03J, outdoor seating is a special land use in the C-1 District.

Action Requested: Special Land Use Approval for Outdoor Seating

PROJECT AND SITE DESCRIPTION

The applicant proposes to provide outdoor seating/dining for the Foggy Bottom Coffee House, 7065 Dexter Ann Arbor Road.

The sidewalk available for outdoor seating at Dexter Crossing exceeds the requirements for available space. The width of the sidewalk is approximately eighteen (18) feet. The applicant proposes to occupy the area between the landscaping beds, similar to Argiero's. A photograph of the area has been included for your review. The applicant proposes to install approximately two (2) tables with eight (8) chairs adjacent to the landscaping located on the sidewalk. There will be approximately a ten (10) foot pedestrian pathway maintained between the building and the eating area.

The seating will be placed partially in front of the Blackhawk Development Office. An email approval from Blackhawk is included for your review. Blackhawk's only requirement is that landscaping planters similar to those at Argiero's also be placed between the sidewalk and the access drive.

In the future the applicant may also request that the Physical Therapy business permit the placement of the tables in front of their space to have the seating area be a mirror image of the seating at Argiero's. The applicant may be prepared with this request at the meeting. At the time of the review the applicant is proposing the seating east and south of the landscaping area with the single tree.

PLANNING COMMISSION DECISION

On June 4, 2007 the Planning Commission held a public hearing on the Foggy Bottom Special Land Use application. The following DRAFT motion was passed:

Based on the information provided by the applicant at the June 4, 2007 Planning Commission meeting and pursuant to Section 8.03, Special Land Use review standards, the Planning

Foggy Bottom – Outdoor Seating

Commission recommends that the Village Council **APPROVE** the Special Land Use application for outdoor seating at Foggy Bottom Coffee House, 7065 Dexter Ann Arbor Road.

The Special Land Use permit is granted with the following conditions:

1. A three (3) foot setback from the access drive is required.
2. Landscaping planters be required between the seating and the access drive. The landscaping planters should be similar to Argiero's and of substantial weight to serve as a buffer.
3. If the applicant proposes to change the furniture type staff can approve the seating to remain outdoors each evening.
4. The applicant should provide information on canopies or umbrellas, when applicable. Color samples must be provided for review to determine compatibility with building colors.
5. No trash cans should be permitted outdoors.
6. Chairs and tables are not permitted to be left outdoors overnight.
7. The applicant will be required to annually submit the outdoor seating permit and hold harmless agreement.

LAND USE AND ZONING

Site: The subject site is Zoned C-1, General Business District and is located in the Dexter Crossing Commercial Center. Other retailers and businesses in the Dexter Crossing Commercial Center surround the immediate site.

North: North of the subject site is the Dexter Crossing commercial center parking lot.

South: South of the site is the Dexter Crossing condominiums, Victoria Condominiums.

East: East of the subject site is Dexter Crossing single-family homes located off of Wellington Drive and Scio Township.

West: West of the site is the vacant Dexter Crossing parcel zoned PB Professional Business and the single-family section of Dexter Crossing located on Cambridge Drive.

SPECIAL USE CONSIDERATIONS

Pursuant to Section 8.03, the Zoning Ordinance requires that the Planning Commission and Village Council consider the following standards for the use at the proposed location:

- A. The Special Land Use will be consistent with the goals, objective and future land use plan described in the Dexter Master Plan.*

The future land use map shows the subject site as ARC Special Planning Area. ARC Special Planning Area is intended to encourage development that is separate and distinct from the Village center and is an overlay zone that provides flexible design standards. The subject site is proposed within the compact commercial node and at the Dan Hoey Road and Dexter

Foggy Bottom – Outdoor Seating

Ann Arbor Road intersection. Appropriate uses within the ARC Special Planning Area include a mix of commercial uses and uses that are separate and distinct from the Village center and the ARC Special Planning Area. The proposed outdoor seating is a commercial use that meets the desired mix of commercial uses within the Dexter Crossing shopping center. Outdoor seating is a use that is typically associated with a food related commercial business.

B. The Special Land Use will be consistent with the stated intent of the zoning district.

The statement of purpose within the Dexter Ann Arbor Road Corridor Overlay Zoning District is to offer a diverse range of businesses and services to the community and to be intermixed with the residential dwellings within the corridor. The proposed outdoor seating will provide the residents on the eastern side of the village with a service that they can walk too. The Dexter Ann Arbor Road Corridor has been designed in a way to encourage pedestrian accessibility. The proposed outdoor seating provides pedestrians with a destination and encourages walking.

The Dexter Ann Arbor Road Corridor was also created to be a unique and pleasing center of commerce in the village. Uses within the corridor shall not adversely affect existing and planned residential neighborhoods. It is anticipated that the proposed outdoor seating will be pleasing to the newer neighborhoods on the eastern side of the village, Dexter Crossing and Huron Farms.

C. The Special Land Use will be designed, constructed, operated and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity in consideration of environmental impacts, views, aesthetics, noise, vibration, glare, air quality, drainage, traffic, property values or similar impacts.

The applicant is proposing to have two (2) tables and eight (8) chairs on a sidewalk. The width of the sidewalk is substantial enough to permit the proposed seating and maintain the required 5-foot pedestrian walkway.

The proposed outdoor seating is located in the middle of the shopping center on the north side of the building adjacent to the parking lot and service drive. The location (as shown in attached site plan) is buffered by a landscaping areas in the sidewalk, however it is recommended that landscaping planters be provided for additional separation and safety. The outdoor seating is proposed in a location that will be compatible with the general vicinity and the intended character of the commercial center.

Per Section 8, Special Land Use requirements, outdoor seating must also meet the following standards:

1. **Setback:** When outdoor seating is located at a street corner, a ten-foot setback from the corner of the building shall be maintained along both frontages.

The applicant is not proposing to place the outdoor seating at a corner. The seating should be setback at least three (3) feet from the curb.

Foggy Bottom – Outdoor Seating

2. Enclosure: Occasionally enclosure are recommended for outdoor seating areas. Enclosures are required by the Michigan Liquor Control Commission (LCC) for outdoor seating areas that serve alcohol.

The applicant has not stated that they intend to have an enclosure around the proposed outdoor seating and the applicant does not have a liquor license to serve alcohol. An enclosure, landscaping planters, has been requested by Blackhawk Development and should be required as a condition of approval.

3. Canopies and umbrellas: Shade coverage is permitted; however color shall be compatible with building colors.

The applicant does not have information on the use of umbrellas. If the applicant proposed to use umbrellas they must be approved by the Village and must match or be compatible with building colors.

4. Compatibility with architecture: The applicant has provided examples of the chairs and tables that will be used. The applicant should provide information on all other elements of street furniture that will be used, i.e. trashcans and/or umbrellas.

5. Signage: No additional signage is proposed or permitted.

6. Trash: The applicant has not indicated that additional trash receptacles will be required for the outdoor seating area. If the applicant proposes to use trash cans outdoors they must be approved for architectural compatibility and location. It is recommended that trash cans not be placed outdoors and that staff be responsible for maintaining a clean outdoor seating area. There is an existing trashcan located adjacent to the site, however the trash can is a general trashcan provided throughout the sidewalks in the commercial development.

7. Hours of Operation: The applicant has indicated on the enclosed information that the hours of operation will be consistent with the regular shop hours. The regular shop hours do not exceed 9:00 pm. Outdoor seating will not be provided in the winter and the tables and chairs will be stored.

Applicants may, on a case-by-case basis, request that tables and chairs be able to remain outdoors overnight. The applicant has made this request and proposes to leave the tables and chairs outdoors in the evening. The application indicates that the proposed tables and chairs are the same chairs and the Dexter Pub. The applicant has indicated several reasons why they prefer not to remove the tables and chairs from the sidewalk each evening. Due to the type of proposed outdoor seating furniture (plastic), theft and the minimal number of tables and chairs it is recommend that the applicant be required to remove the tables and chairs from the sidewalk each night.

If the applicant proposes to change the type of furniture to a furniture more consistent with the types of furniture currently permitted to stay outdoors in the evening, it is recommended that staff be able to approve the change.

Foggy Bottom – Outdoor Seating

8. Public Safety: It is the responsibility of the applicant to remove the outdoor seating during inclement weather.

Based on the current seating examples provided by the applicant it appears that the outdoor seating furniture is not of substantial weight and should therefore be required to be removed immediately during inclement weather and each evening. The applicant will be required to remove umbrellas, if used, each night.

The applicant will also be required to annually submit the village's hold harmless agreement. The applicant will not be required to submit insurance naming the village as an additionally insured because the proposed outdoor seating is not being placed on public sidewalk. The applicant has received approval from the Commercial Center owner, Blackhawk Development (included). The applicant will be required to submit the annual outdoor seating permit to ensure compliance with the required conditions.

D. The Special Land Use will not significantly impact the natural environment.

There should be no additional impacts to the natural environment since the site is already developed.

E. The Special Land Use can be served adequately by public facilities and services such as police and fire protection, schools, drainage structures, water and sewage facilities, and refuse disposal.

The site is currently served adequately by public facilities and services.

F. The proposed use shall be of a nature that will make vehicular and pedestrian traffic no more hazardous than is normal for the district involved.

The proposed outdoor seating area is protected by the landscaping bed adjacent to the service drive and additional landscaping planters will be provided therefore there should not make the vehicular or pedestrian traffic more hazardous than normal.

G. The proposed use shall be such that the location and height of buildings or structures, and the location, nature and height of walls, fences, and landscaping will not interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value.

The proposed use will occupy an existing sidewalk. Landscaping was reviewed and provided per the village's landscaping standards.

H. The proposed use shall be designed, located, planned, and operated to protect the public health, safety, and welfare.

We would not anticipate any negative impacts to the health, safety, or welfare to the public.

Foggy Bottom – Outdoor Seating


Items to be Addressed:

- 1. A three (3) foot setback from the access drive is required.*
- 2. Landscaping planters be required between the seating and the access drive. The landscaping planters should be similar to Argiero's and of substantial weight to serve as a buffer.*
- 3. If the applicant proposes to change the furniture type staff can approve the seating to remain outdoors each evening.*
- 4. The applicant should provide information on canopies or umbrellas, when applicable. Color samples must be provided for review to determine compatibility with building colors.*
- 5. No trash cans should be permitted outdoors.*
- 6. The Planning Commission should consider the applicant's request to leave the outdoor seating outdoors overnight.*
- 7. The applicant will be required to annually submit the outdoor seating permit and hold harmless agreement.*

CONCLUSION

Based on the comments of this review we find that the proposed Special Land Use to permit outdoor seating at 7065 Dexter Ann Arbor Road in the Dexter Crossing Commercial Center meets the requirements of the Village's Special Land Use Provisions. We recommend approval of the special land use with the following conditions:

1. Address the information listed above.
2. Submittal of all other required information.



Allison Bishop, AICP
Community Development Manager

CC: Donna Dettling, Village Manager
Applicant

SUGGESTED MOTIONS

Based on the information provided by the applicant at the June 4, 2007 Planning Commission meeting and public hearing, based on the Planning Commissions recommendation, and pursuant to Section 8.03, Special Land Use review standards, the Village Council **(APPROVES / DENIES)** the Special Land Use application for outdoor seating at Foggy Bottom Coffee House, 7065 Dexter Ann Arbor Road.

The Special Land Use permit is granted with the following conditions:

1. A three (3) foot setback from the access drive is required.
2. Landscaping planters be required between the seating and the access drive. The landscaping planters should be similar to Argiero's and of substantial weight to serve as a buffer.
3. If the applicant proposes to change the furniture type staff can approve the seating to remain outdoors each evening.
4. The applicant should provide information on canopies or umbrellas, when applicable. Color samples must be provided for review to determine compatibility with building colors.
5. No trash cans should be permitted outdoors.
6. The chairs and tables are not permitted to remain outdoors each evening.
7. The applicant will be required to annually submit the outdoor seating permit and hold harmless agreement.

OR

Pursuant to Section 8.03, Special Land Use review standards, the Village Council moves to **(POSTPONE)** the Special Land Use request submitted for outdoor seating at Foggy Bottom Coffee House until **(DATE)** to allow the applicant more time to address the following:

1. _____
2. _____
3. _____

Please feel free to contact me prior to the meeting with questions.

Thank you,

Allison Bishop

From: MATTHEW URSITTI [mgoblue@usa.net]
Sent: Thursday, May 31, 2007 11:38 AM
To: Allison Bishop
Subject: Re: Foggy Bottom Outdoor Seating

Allison,

Per our meeting with Larry from Foggy Bottom earlier today, I have no objection with Foggy Bottom locating one four-top table on the sidewalk in front of Blackhawk's office (Table #1) and one additional four-top table on the sidewalk between the columns and behind the planter box in front of Blackhawk's office (Table #2). If Foggy Bottom obtains written permission from T. Herrlinger and Assoc. to place (Table #2) in front of their space, I have no objection to moving Table #2 next to Table #1 and in front of T. Herrlinger's space. This is all contingent on planter boxes being placed around the tables to create a barrier.

Let me know if you have any questions.

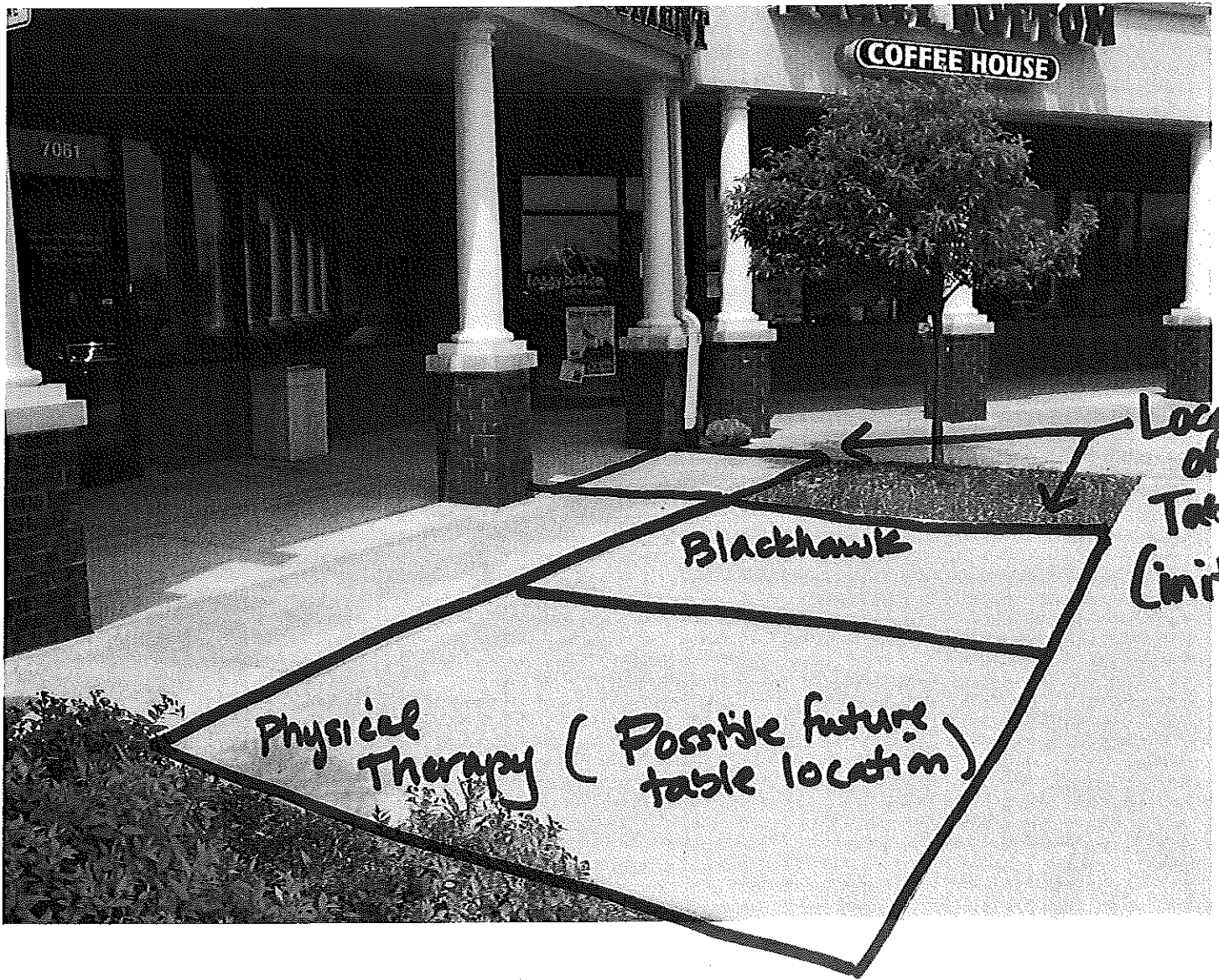
Regards,

Matt Ursitti

----- Original Message -----

Received: Thu, 31 May 2007 09:17:26 AM EDT
From: "Allison Bishop" <abishop@villageofdexter.org>
To: "MATTHEW URSITTI" <mgoblue@usa.net>
Subject: Foggy Bottom Outdoor Seating

> Matt,
> Foggy Bottom has submitted a Special Land Use application for outdoor seating. Do you have any objection to this application since the seating will be placed on PRIVATE property (Blackhawks Property)?
>
> Thanks,
>
> Allison J. Bishop, AICP
> Community Development Manager
> Village of Dexter
> 734.426.8303 ext. 15
>
>







VILLAGE OF DEXTER
SITE PLAN REVIEW & SPECIAL USE APPLICATION

See Fee Schedule for Details; Receipt #: 2332 Date Rec'd: 5/7/07

Application is being made for: () Preliminary Site Plan Review; () Final Site Plan Review
() Combined Site Plan (X) Special Use Permit

7065 Ann Arbor RD Dexter Crossing 99-49-051-680 Outdoor Seating C-1
Property Address Tax Code I.D. Proposed Use Zoning District
Doug Marrin 6897 Jay Rd, Dexter, MI 48130 426 0326
Property Owner, Address, City, State, Zip Phone
Same - Foddy Bottom - Larry Marrin / Angie Theo 426-9630
Applicant, Address, City, State, Zip Phone

Representative, (e.g. Engineer), Address, City, State, Zip Phone


Regulations and Standards (applicant must complete):
Applicable standards must be noted on site plan.

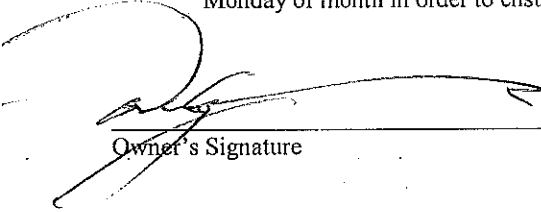
	<u>Plan Submitted</u>	<u>Requirement</u>
1. Front Yard Setback (ft)	<u>existing bldg</u>	() check here if corner lot
2. Side Yard Setback (ft)		
3. Rear Yard Setback (ft)		
4. Lot Coverage (%) (7a/6)		
5. Height (ft)		
6. Total Site Area (ft)		
7. a. Blg. Coverage / b. Floor Area(ft)		
8. Floor Area Ratio (%) (7b/6)		
9. Total Paved area (ft)		
10. Total Impervious Cov. (7a+15)/6		
11. # Parking Stalls		
12. Density (6/13)		
13. # Units (residential Only)		
14. For Multi-Family: efficiency		
1 bedroom		
2 bedroom		

**VILLAGE OF DEXTER
SITE PLAN REVIEW & SPECIAL USE APPLICATION**

See Fee Schedule for Details; Receipt #: _____ Date Rec'd: _____

Additional required information for Special Use Permit:

15. Statement describing the use proposed. This should include information about the hours of operation, number of employees and clients, type of programming or services, traffic expected to be generated, and any other pertinent information and/or site development characteristics. 
16. All applications are presented to the Planning Commission at a public hearing for a recommendation prior to begin forwarded to the Village Council for final consideration. Therefore, all applications must be submitted 4 weeks prior to 1st Monday of month in order to ensure proper notice time and preparation time. Incomplete applications cannot be processed.



Owner's Signature

5-1-07

Date

Applicant's Signature

Date

STAFF REVIEW:

Planning Commission review date: 6/4/07

Council review date: 6/11/07

Date _____ Approved

APPROVAL STAMP

_____ Denied

Reviewed by: _____

REASONS FOR DENIAL:

EXISTING NONCONFORMITY'S/ VARIANCES GRANTED:

**VILLAGE OF DEXTER
OUTDOOR SEATING PERMIT APPLICATION**

Fee: \$25.00

Receipt #: 2332

Date Rec'd: 5/7/07

7065 Ann Arbor Rd 36-4526527 _____
Property Address Tax Code I.D. Zoning District
Doug Martin, 6897 Joy Rd, Dexter, MI 48130 426 0226
Property Owner, Address, City, State, Zip Phone
Same _____
Applicant, Address, City, State, Zip Phone

Application Procedure (application must complete upon submittal):

- _____ 1. Date Special Land Use Permit was granted approval by the Village Council: _____ (Date)
- _____ 2. List Conditions placed on the special land permit:
a. _____
b. _____
- _____ 3. Has the Village notified you over the past year indicting failure to comply with the conditions or requirements of the special land use permit?
- _____ 4. Include a copy of a policy or certificate of insurance, in an acceptable amount to the village, including workers compensation, naming the village as an additionally insured.
- _____ 5. If alcohol is served outside of the building must provide a copy of the liquor liability policy or certificate of insurance naming the village as an additionally insured.
- _____ 6. Provide a completed copy of the Village Hold Harmless Application. ✓
- _____ 7. Applicant must provide photographs, drawings, or manufacturers brochures fully describing the appearance of the proposed tables, chairs, umbrellas, etc. ✓
- _____ 8. Applicant must provide any information on conditions that have changed, i.e. location, furniture, hours, etc.
- _____ 9. Are you requesting to leave the outdoor seating furniture outdoors overnight? If so, please provide reasoning. ✓
- _____ 10. What are your proposed hours of operation? ✓

By signing the application you are acknowledging that the Village of Dexter has the right to deny, revoke or suspend an outdoor seating permit if the permittee has failed to correct violations of the outdoor seating permit within the time specified on the violation notice.

By signing the application you are agreeing to comply with the rules and regulations set forth in Section 8.11.B.27.

[Signature]
Owner's Signature

5-1-07
Date

Applicant's Signature

Date

FOR OFFICE USE ONLY

REVIEWED BY: _____

Date _____ Approval _____

APPROVAL STAMP

_____ Denial _____

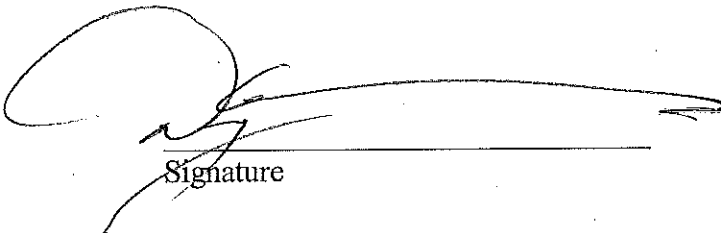
REASONS FOR APPROVAL:

APPROVAL OF THIS PERMIT authorizes the applicant to utilize outdoor seating from:
October 1, _____ – September 30, _____.

REASONS FOR DENIAL:

HOLD HARMLESS AGREEMENT

"To the fullest extent permitted by law, Fayy Bottom, agrees to defend, pay in behalf of, indemnify, and hold harmless the Village of Dexter, its elected and appointed officials, employees and volunteers and others working for or in behalf of the Village of Dexter, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village of Dexter, its elected and appointed officials, employees, volunteers or others working in behalf of the Village of Dexter, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract."



Signature

5-1-07
Date

Foggy Bottom Coffee House Outdoor Seating
Statement describing the use proposed.

Foggy Bottom wishes to provide optional outdoor seating for our patrons.

Hours would be regular shop hours:

Sun	8 am – 6 pm
Mon – Fri	6 am – 9 pm
Sat	7 am – 9 pm

The shop will be staffed with two employees.

Outdoor seating would seat up to eight customers.

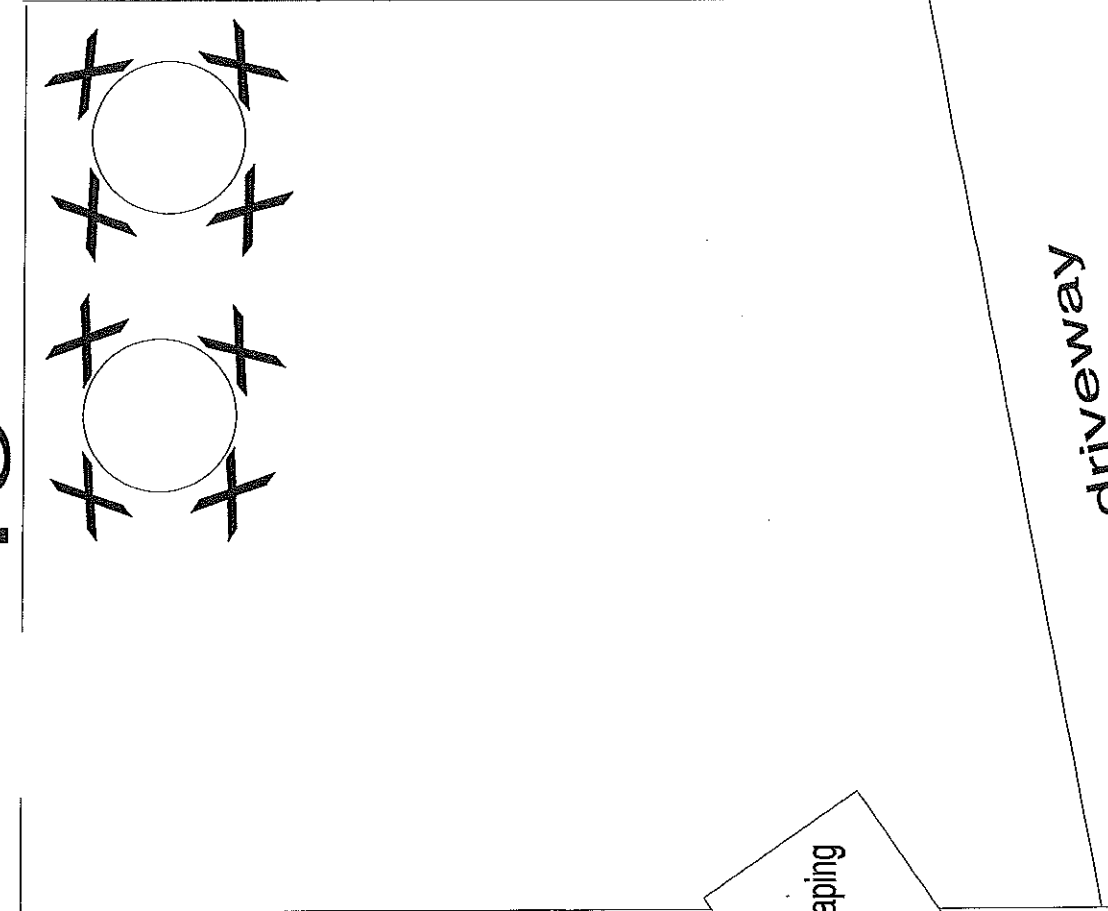
We expect business traffic to be increased, but an exact estimate is difficult to say.

Request to leave furniture outdoors over night:

We request to leave the furniture outdoors over night due to the size, weight, and bulk of the furniture. We expect daily moving of the furniture indoors would generate chips, scratches, and other such damage to the furniture and to the shop entrance. There is also concern for the employees' safety – pinched fingers, strained backs, scrapes, cuts, etc.

Foggy Bottom storefront

19'



16'

19'

Note:
4' table diameter

landscaping

driveway

Allison Bishop

From: DOUGLAS L MARRIN [dmarrin@sbcglobal.net]
Sent: Monday, May 07, 2007 3:54 PM
To: Allison Bishop
Subject: Foggy Bottom table and chairs pic

Hi Alison,
I plan on using the same table and chairs the pub uses.
I have the two tables but have to buy the chairs yet.
Here is a picture of the table and chairs in front of the pub.
Thanks,
Doug

5/8/2007



**Village of Dexter
Treasurer/Finance
Director's Office**

Memo

AGENDA 6-11-07

ITEM L-4

To: Donna Dettling
From: Marie Sherry
CC: Village Council
Date: 5/30/2007
Re: Delinquent real property tax collection

In the course of researching the late penalty issue, I discovered a requirement in the General Law Village Act in regard to collection of real property taxes after the September 14th due date. This is contained in MCL 69.18, Sec. 18 (2), and it states that Council shall pass a resolution each year stating that we will continue to collect the real property taxes until the time that the County taxes are turned over for collection (March 1st).

I did call the County, and they said that while they have seen these resolutions, they are not common. This requirement is one of those archaic ones that probably should be written out of the law, however it is there. So, I have prepared a resolution to be submitted to Council at their next meeting, and it will need to be adopted again each year, pursuant to the law.

If you have any questions, please do not hesitate to ask.

powers and perform the same duties, so far as applicable, as township treasurers, in the collection of taxes levied in townships.

Taxes as lien against property; interest; fees and charges; taxes returned delinquent; resolution; tax bill or enclosure to specify where delinquent taxes to be paid; adding fees and interest to taxes; return of unpaid taxes on real property to county treasurer; collection; rate of interest and fees; delinquent taxes as lien; return to department of treasury.

(MCL 69.18)

Sec. 18. (1) Taxes collected by a village shall become a lien against the property on which assessed on July 1. Taxes collected on or before September 14 in each year shall be without interest. Taxes collected after September 14 of any year shall bear interest at the rate imposed by section 59 of Act No. 206 of the Public Acts of 1893, being section 211.59 of the Michigan Compiled Laws, on delinquent property tax levies which became a lien in the same year. The village taxes which are collected by a village shall be subject to the same fees and charges the village may impose under section 44 of Act No. 206 of the Public Acts of 1893, being section 211.44 of the Michigan Compiled Laws. All interest and property tax administration fees that are imposed prior to the date these taxes are returned delinquent and that are attributable to village taxes shall belong to the village. Interest and, to the extent permitted by section 44 of Act No. 206 of the Public Acts of 1893, fees shall be included in the unpaid tax rolls or the delinquent tax rolls returned to the county treasurer on September 15, or not later than March 1 if the warrant is extended.

(2) Taxes collected by the village shall be returned delinquent to the county treasurer on September 15 unless the governing body of the village by resolution adopted on or before June 1 of each year determines that the village taxes shall be returned to the county treasurer on the same date that county taxes are returned delinquent for collection. The resolution shall be forwarded to the county treasurer before July 1 each year. The village tax bill for each year or a separate enclosure with the tax bill shall specify where such delinquent taxes are to be paid.

(3) If the unpaid village taxes are returned to the county treasurer prior to March 1 of the year following the levy of the village taxes, the county treasurer shall add to such taxes fees and interest in the

Village of Dexter Resolution No. 07-_____

Resolution to Collect Real Property Taxes After September 14th

WHEREAS, the Treasurer of the Village of Dexter, Washtenaw County, Michigan is responsible for the collection of property taxes levied on property within the boundaries of the Village of Dexter, and

WHEREAS, The General Law Village Act, MCL 69.18(2) requires that delinquent real property taxes be turned over to the County Treasurer for collection on September 15th of each year unless a resolution to the contrary is passed by the Village Council, and

WHEREAS, the Village Treasurer desires to continue to collect Village taxes between September 15, 2007 and February 28, 2008, in accordance with the standard tax collection season for County taxes.

NOW, THEREFORE BE IT RESOLVED the Village Treasurer will continue to collect real property taxes between September 15, 2007 and February 28, 2008 in accordance with the Michigan Property Tax Act.

Ayes: _____

Nays: _____

The Village President declares this resolution _____

I, the undersigned, the Clerk of the Village of Dexter, Washtenaw County, Michigan do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Council of the Village of Dexter at its regular meeting held on the 11th day of June, 2007; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: _____

David Boyle
Village of Dexter Clerk